

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

560 SEVENTH AVENUE OWNER
PRIMARY LLC,

Debtor.

Chapter 11

Case No. 23-11289-PB

**FINAL ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL;
(II) AUTHORIZING THE PREPETITION SENIOR MORTGAGE LENDER
TO MAINTAIN EXISTING ACCOUNTS; (III) GRANTING ADEQUATE
PROTECTION TO THE PREPETITION SENIOR MORTGAGE LENDER;
AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtor's Omnibus Motion Seeking Authorization For Interim Use Of Cash Collateral And Continuing Cash Management And A Lock-Box Arrangement Currently In Effect* (the "Motion"), seeking entry of an order (the "Final Order") (i) authorizing the use of Cash Collateral (as defined herein); (ii) authorizing the Prepetition Senior Mortgage Lender (as defined herein) to directly or indirectly administer and maintain the Existing Accounts (as defined herein) as such accounts were administered and maintained prior to the Petition Date; (iii) granting replacement liens and adequate protection to the Prepetition Senior Mortgage Lender relating to the use of Cash Collateral; and (iv) granting related relief (collectively, the "Requested Relief"), and the Debtor having requested on the record at the final hearing (the "Final Hearing") that the Court enter this Final Order, *inter alia*:

- (a) authorizing the Debtor to use Cash Collateral;
- (b) authorizing the Debtor to grant adequate protection to the Prepetition Senior Mortgage Lender to the extent of any diminution in value of its interest in the Prepetition Collateral (as defined below); and

(c) waiving any applicable stay with respect to the effectiveness and enforceability of this Final Order (including under Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”)).

The Court having considered the relief requested in the Motion, the exhibits attached thereto, the *Declaration of Sethian Pomerantz Pursuant To Local Bankruptcy Rule 1007-2* (the “*Pomerantz Declaration*”), and upon all of the pleadings filed with the Court and the evidence proffered or adduced at the Final Hearing and at prior hearings on the Motion; and the Court having heard and resolved or overruled any and all objections to the Requested Relief; and it appearing that the approval of the Requested Relief, as modified herein, is in the best interests of the Debtor, its estate, and creditors and is essential for the continued operation of the Debtor’s businesses and the preservation of the value of the Debtor’s assets; and upon the record herein and after due deliberation, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:¹

(A) Petition Date. On August 12, 2023 (the “Petition Date”), 560 Seventh Avenue Owner Primary LLC (the “Debtor” or “Primary”) commenced its chapter 11 case (the “Chapter 11 Case”) by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).² The Debtor is operating its business and

¹ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as applicable, pursuant to Bankruptcy Rule 7052.

² On July 9, 2023, the owner of 100% of the membership interests in Primary, 560 Seventh Avenue Owner Secondary LLC (the “Mezz Owner”) filed a voluntary petition for relief under the Bankruptcy Code (Case no. 23-11071-PB) (the “Mezz Owner Case”). The Mezz Owner Case was jointly administered with this Chapter 11 Case pursuant to that certain *Order Directing the Joint Administration of Affiliated Cases*, entered in this Chapter 11 Case on August 17, 2023 as [Docket No. 17]. On January 12, 2024, the Debtor filed a motion seeking an order terminating the joint administration of the Mezz Owner Case and this Chapter 11 Case as [Docket No. 101]. On January 30, 2024 the Court entered an order as [Doc. No. 106] terminating the joint administration of this Chapter 11 Case and the Mezz Owner

managing its affairs as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner or official committee of creditors holding unsecured claims (an “Unsecured Creditors’ Committee”) has been appointed in the Chapter 11 Case.

(B) Jurisdiction; Venue. The Court has jurisdiction over this Chapter 11 Case, the parties and the Debtor’s property pursuant to 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(D). The Court is a proper venue of this Chapter 11 Case and the Requested Relief under 28 U.S.C. §§ 1408 and 1409.

(C) Notice. Proper, timely, adequate and sufficient notice under the circumstances of the Motion and the Final Hearing has been provided in accordance with the Bankruptcy Code, Bankruptcy Rules 2002, 4001(b)(2), (c) and (d) and 9014 and the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and no other or further notice of the Motion with respect to the relief requested at the Final Hearing or the entry of this Final Order shall be required.

(D) Debtor Acknowledgments and Stipulations. The Debtor acknowledges, represents, stipulates, and agrees:

(i) *Prepetition Senior Mortgage Lender Claims.* Pursuant to (a) that certain Term Loan Agreement, dated as of September 13, 2021 (as amended, restated, modified, supplemented or replaced from time to time prior to the Petition Date, the “Term Loan Agreement”) by and between Primary, as borrower, and OWS BCA Funding LLC, as lender (the “Original Lender”); (b) that certain Building Loan Agreement, dated as of September 13, 2021 (as amended, restated, modified, supplemented or replaced from time to time prior to the Petition Date, the “Building Loan Agreement”) by and between Primary, as borrower, and the Original Lender, as lender; and (c) that certain Project Loan Agreement by and between Primary, as borrower, and the Original Lender, as lender, dated as of September 13, 2021 (as amended, restated, modified, supplemented or replaced from time to time prior to the Petition Date,

Case. For the avoidance of doubt, the relief in this Final Order pertains only to Primary, and shall not apply to nor is it for the benefit of the Mezz Owner.

collectively the “Project Loan Agreement” and together with the Term Loan Agreement, the Building Loan Agreement, the “Prepetition Mortgage Loan Agreement,” and, together with any other agreements and/or documents executed or delivered in connection therewith, including, without limitation, the Guarantees (as defined below), the “Prepetition Loan Documents”), the Original Lender provided a mortgage loan and other financial accommodations to, or for the benefit of, Primary (the “Prepetition Senior Mortgage Loan”). Original Lender assigned all of its right title and interest in the Prepetition Mortgage Loan and the Prepetition Loan Documents to OWS CRE Funding I, LLC (the “Prepetition Senior Mortgage Lender”).

(ii) Pursuant to the Prepetition Mortgage Loan Agreement, the Original Lender provided the Prepetition Senior Mortgage Loan in the principal amount of up to \$167,000,000.00 (the “Prepetition Loan Principal”). As of the Petition Date, the Debtor was liable and indebted to the Prepetition Senior Mortgage Lender without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount of no less than \$156,652,018.10 pursuant to and in accordance with the terms of the Prepetition Loan Documents, plus accrued and unpaid interest thereon and fees, expenses, charges, indemnities, and other costs and obligations incurred in connection therewith (including default interest, as applicable), whether arising before or after the Petition Date, including any obligations, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtor’s obligations under the Prepetition Loan Documents (collectively, the “Prepetition Mortgage Loan Obligations”), which shall constitute allowed secured claims under sections 502 and 506 of the Bankruptcy Code against the Debtor’s estate. The Prepetition Mortgage Loan Obligations and any amounts previously paid by the Debtor pursuant to the terms of the Prepetition Loan Documents, on account thereof, or with respect thereto are not subject to avoidance, reduction, disallowance, impairment, recharacterization, or subordination pursuant to the Bankruptcy Code or any other applicable non-bankruptcy law, except as provided in the Prepetition Loan Documents or this Final Order.

(iii) *Guaranty Agreements.* As further security for payment of the Prepetition Mortgage Loan Obligations on or about September 13, 2021, Sharif El-Gamal, an individual, Andrew Weiss, an individual, and Stephen Weiss, an individual (collectively, the “Guarantors”) executed and delivered to the Original Lender that certain (A) Guaranty of the obligations under the Term Loan Agreement; (B) Completion and Payment Guaranty; (D) Guaranty of Recourse Obligations; and (D) Environmental Indemnity Agreement (the documents identified in the foregoing clauses (A), (B), (C), and (D), the “Guarantees”).

(iv) *Prepetition Liens and Collateral.* As more fully set forth in the Prepetition Loan Documents, the Prepetition Mortgage Loan Obligations are secured by first priority liens on and security interests in the “Collateral” under and as defined in the Prepetition Mortgage Loan Agreement (such liens and security interests, collectively,

the “Prepetition Liens,” and the collateral securing the Prepetition Liens, the “Prepetition Collateral”).

(v) *Validity, Perfection and Priority of Prepetition Liens and Prepetition Mortgage Loan Obligations.* The Debtor represents, acknowledges, and agrees that, as of the Petition Date, (A) the Prepetition Liens constitute valid, binding, enforceable and perfected liens with priority over any and all other liens and the Debtor shall not raise or join any challenge or defense, including, without limitation, respectively, avoidance, reductions, recharacterization, subordination (whether equitable, contractual or otherwise), claims, counterclaims, cross-claims, offsets, recoupments, objections, defenses or any other challenges under the Bankruptcy Code or any applicable law or regulation by any person or entity; (B) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to liens senior by operation of law or permitted by the Prepetition Mortgage Loan Agreement, and solely to the extent any such liens were valid, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date (including valid liens in existence on the Petition Date that are perfected after the Petition Date as permitted by § 546(b) of the Bankruptcy Code); (C) the Prepetition Mortgage Loan Obligations are unconditionally owing by the Debtor and constitute legal, valid, binding and nonavoidable obligations of the Debtor enforceable in accordance with the terms of the Prepetition Mortgage Loan Agreement; (D) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to the Prepetition Mortgage Loan Obligations exist, and no portion of the Prepetition Mortgage Loan Obligations are subject to any challenge or defense including, without limitation, avoidance, disallowance, reductions, set-off, offset, disgorgement, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses or any other challenges pursuant to the Bankruptcy Code or any applicable law or regulation; (E) the Debtor shall not raise or join in any assertion of any claims, objections, challenges, causes of action and/or choses in action, including, without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against the Prepetition Senior Mortgage Lender, or any of its respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Loan Documents; and (F) the Debtor has waived, discharged and released any right to challenge the Prepetition Mortgage Loan Obligations, the priority of the Prepetition Mortgage Loan Obligations and the validity, extent and priority of the Prepetition Liens.

(vi) *No Control.* The Prepetition Senior Mortgage Lender does not control the Debtor nor its operations, has no authority to determine the manner in which any of the Debtor’s operations are conducted and is neither a control person nor insider of the Debtor nor any of its affiliates by virtue of any of the actions taken with respect to, in connection with, related to or arising from this Final Order or the Prepetition Mortgage Loan Agreement.

(vii) *Payments in Respect of Prepetition Senior Mortgage Lender Claim.* Subject to solely the provisions of footnote 4 herein, any payments made on account of the Prepetition Mortgage Loan Obligations prior to the Petition Date were (a) payments out of the Prepetition Collateral and/or (b) made in the ordinary course of business, and did not diminish any property otherwise available for distribution to unsecured creditors.

(viii) *Cash Collateral.* All of the Debtor's cash, including the cash in its deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes Cash Collateral (as defined below) securing the Prepetition Mortgage Loan Obligations.

(E) Cash Collateral. For purposes of this Final Order, the term "***Cash Collateral***" shall mean and include all "cash collateral," as defined in section 363 of the Bankruptcy Code, in or on which the Prepetition Senior Mortgage Lender holds a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests) whether existing on the Petition Date, arising pursuant to this Final Order or otherwise and shall include, without limitation: (i) all cash proceeds arising from the collection, sale, lease or other disposition, use or conversion of any real or personal property, including insurance policies, in or on which the Prepetition Senior Mortgage Lender has a lien or a replacement lien (if any), whether as part of the Prepetition Collateral or pursuant to an order of the Court or applicable law or otherwise, and whether such property has been converted to cash, existed as of the commencement of this Chapter 11 Case or arose or was generated thereafter; (ii) all of the respective deposits, refund claims and rights in retainers of the Debtor on which the Prepetition Senior Mortgage Lender holds a lien or replacement lien (if any), whether as part of the Prepetition Collateral or pursuant to an order of the Court or applicable law or otherwise; and (iii) the proceeds of any sale of Prepetition Collateral, including any asset sales.

(F) Findings Regarding the Use of Cash Collateral.

(i) The Debtor has an immediate need to use Cash Collateral (to the extent consistent with the Approved Budget (as defined herein)) to, among other things, (A) permit the

orderly continuation of its business; and, (B) pay the costs of administration of the estate and satisfy other working capital and general corporate purposes of the Debtor. The Debtor will not have sufficient sources of working capital and financing to fund the anticipated administrative expenses associated with this Chapter 11 Case, and operate its business in the ordinary course of business during the Chapter 11 Case without authorized use of Cash Collateral.

(ii) *Adequate Protection for Prepetition First Lien Secured Parties.* To the extent provided for herein, the Prepetition Senior Mortgage Lender is entitled, pursuant to sections 361 and 363(e) of the Bankruptcy Code, to adequate protection of its interest in the Prepetition Collateral, including Cash Collateral, for any postpetition diminution in the value thereof. Based on the Motion and other evidence filed in support of the Motion, and the record presented to the Court in connection with the Final Hearing, under the circumstances, the terms of the adequate protection arrangements and the use of Prepetition Collateral (including Cash Collateral) as provided for herein are fair and reasonable, reflect the Debtor's prudent exercise of business judgment, and are otherwise sufficient to adequately protect the Prepetition Senior Mortgage Lender against any postpetition diminution in value of the Prepetition Collateral (including Cash Collateral); *provided, however,* nothing in this Final Order shall (A) be construed as the affirmative consent by the Prepetition Senior Mortgage Lender for the use of Cash Collateral, other than on the terms set forth in this Final Order, (B) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior), or (C) prejudice, limit or otherwise impair the rights of the Prepetition Senior Mortgage Lender to seek new, different or additional adequate protection or assert any other interests.

(G) Existing Accounts. Consistent with the terms of the Prepetition Loan Documents, all funds transferred to the Debtor are sent to an account (the "Lockbox Account") at

Wells Fargo Bank, N.A. (“Wells Fargo”), for the purpose of aggregating all revenues of the Debtor, which funds are transferred on a daily basis to a cash management reserve account (the “Suspense Account”) held at Wells Fargo, as servicer to the Prepetition Senior Mortgage Lender. As and when the Debtor makes a request to pay expenses, funds are then transferred from the Suspense Account to a debtor-in-possession account at Wells Fargo for purposes of making disbursements and payments to third-party vendors, suppliers and creditors in order to satisfy the Debtor’s obligations (the “DIP Account”). The Prepetition Senior Mortgage Lender also maintains and controls an account at Northern Trust (the “Disbursal Account”), for purposes of and to facilitate making disbursements and payments to third-party vendors, suppliers and creditors in order to satisfy the Debtor’s obligations prior to the opening of the DIP Account. The Debtor’s hotel manager, (any current manager or replacement manager, the “Hotel Manager”) maintains and controls a cash management account for the purpose of making disbursements and payments to third-party vendors, suppliers and creditors in order to satisfy the Debtor’s obligations (any such account, a “Hotel Manager Account” and, together with the Lockbox Account, the Suspense Account, and the Disbursal Account, the “Existing Accounts”).

(H) Mezz Borrower Lift Stay Proceedings.

(i) On July 12, 2023, AREPIII MVTS, LLC and CREP Times Square Hotel LLC (together, the “Mezz Lender”) filed a *Motion For Relief From Stay* in the Mezz Borrower Case [Docket No. 10-1] (the “Lift Stay Motion”), seeking relief from the automatic stay to permit the Mezz Lender to proceed with a UCC disposition of 100% the Membership Interests in Primary (the “UCC Disposition”). On September 1, 2023, the Court entered that certain *Stipulation And Order Lifting The Automatic Stay* [Docket No. 39] (the “Lift Stay Stipulation”), which resolved the Lift Stay Motion by a settlement which provides, among other things, (a) that the stay in the Mezz Borrower Case is lifted so as to permit the Mezz Lender to proceed with the

UCC Disposition, (b) the UCC Disposition shall occur forty-five (45) days from entry of the Lift Stay Stipulation, and (c) the Mezz Borrower and Primary, as debtors in possession, shall continue to operate their respective businesses in the ordinary course, and any disbursements shall be made solely for their respective ordinary and necessary operating expenses.

(ii) On December 19, 2023, the Mezz Lender completed the UCC Disposition by assigning one hundred percent (100%) of the limited liability interests in the Debtor to AC MVTS HOLDCO, LLC.

(I) Sections 506(c) and 552(b) Waivers. In light of the Prepetition Liens being subordinated under this Final Order to the Debtor's use of the Prepetition Collateral (including Cash Collateral) in accordance with the Approved Budget and as set forth herein, the Prepetition Senior Mortgage Lender is entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and (i) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code, and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(J) Good Cause Shown; Best Interest. Good cause has been shown for entry of this Final Order, and entry of this Final Order is in the best interests of the Debtor's estate and creditors as its implementation will, among other things, allow for the continued operation of the Debtor's existing business. Absent granting the relief sought by this Final Order, the Debtor's estate will be immediately and irreparably harmed.

Based upon the foregoing findings, acknowledgements and conclusions, and upon the record made before this Court at the Final Hearing and at prior hearings on the Motion, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Motion Approved. The relief sought in the Motion is granted and the use of Cash Collateral on a final basis is authorized to the extent set forth in this Final Order and in accordance with and subject to the terms and conditions set forth herein and to the extent not inconsistent with this Final Order.

2. Objections Overruled. Any objections, reservations of rights or other statements with respect to the Motion and entry of this Final Order, to the extent not withdrawn or resolved, are hereby denied and overruled on the merits, except to the extent set forth herein. This Final Order shall become effective immediately upon its entry.

AUTHORIZATION FOR USE OF CASH COLLATERAL3. Authorization for Use of Cash Collateral Pursuant to Approved Budget.

Subject to the terms and conditions of this Final Order, and provided that the Prepetition Senior Mortgage Lender is provided the adequate protection as hereinafter set forth, the Debtor is authorized to use Cash Collateral in accordance with the Approved Budget (as defined below) from the Petition Date through the date of any Cash Collateral Termination Event (as defined herein).

(i) *The Existing Accounts and the DIP Account.* As a form of adequate protection of the use of the Cash Collateral as set forth in paragraph 6 below, the Prepetition Senior Mortgage Lender is authorized, without the need for further order of this Court, to directly or indirectly continue to administer, service, fund, and maintain the Existing Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date. Any payments, deposits, or other transfers of funds being made to or for the benefit of the Debtor shall be deposited into and maintained in an Existing Account, as applicable, except and until

such funds are necessary to satisfy payment obligations of the Debtor per the Approved Budget (as described more fully below).

(ii) At such time as when the Debtor must satisfy its payment obligations, subject to and consistent with the Approved Budget and the terms of this Final Order, (a) the Debtor or the Hotel Manager shall promptly notify the Prepetition Senior Mortgage Lender of any such payment obligations that are due and owing, and (b) provide the Prepetition Senior Mortgage Lender with a requisition for such amounts that includes an Approved Budget line item breakdown of the invoices listed thereon along with any Variance (as defined below) requested for any line item in substantially the form attached hereto as Exhibit 1; *provided*, however, that any such request (1) must be made not less than two (2) business days prior to the due date of any such payment obligation, and (2) must not be made more than two (2) times in any given week, unless failure to satisfy such payment obligation for which funding is requested beyond what is permitted by this clause (2) will materially impact the operations of the Debtor. After receipt of such notice by the Prepetition Senior Mortgage Lender, the Prepetition Senior Mortgage Lender is authorized to effectuate a transfer of funds from the Suspense Account to the DIP Account (or to the Disbursal Account, if necessary to facilitate any transfer or payment permitted under the terms of this Final Order), or from the Suspense Account to the Hotel Manager Account, as applicable, in the requisite amount subject to and consistent with the Approved Budget.

(iii) The Prepetition Senior Mortgage Lender is authorized to make such transfers to and from the Existing Accounts solely as set forth herein or other order of the Court, including (a) transfers to the DIP Account; (b) transfers to the Hotel Manager Account; (c) transfers directly from the Suspense Account or Disbursal Account, as applicable (1) that constitute payment or satisfaction of any Adequate Protection Obligations (as defined below),

including any Adequate Protection Payments (as defined below) or any Senior Mortgage Lender Professional Fee Payments (as defined below), (2) to and from the Debtor's tax and insurance escrow accounts for purposes of paying tax and insurance, and (3) that fund any payroll, benefit, or other expense of the Debtors; and (d) any other transfers that are consistent with and expressly authorized by the terms of this Final Order, including the funding or payment of any expenses of the Debtor that the Prepetition Senior Mortgage Lender reasonably believes necessary to prevent immediate and irreparable harm to the Hotel (as defined herein).

(iv) Once any such funds from the Disbursal Account or the Suspense Account, as applicable are transferred into the DIP Account or the Hotel Manager Account, the Debtor or the Hotel Manager, as applicable, shall, subject to the terms of this Final Order, transfer funds from the DIP Account or Hotel Manager Account by checks, wire transfers, ACH transfers, drafts, electronic funds transfers, or other debits to meet its payment obligations that are then due and payable, solely as consistent with and permitted by the Approved Budget.

(v) The Debtor and the Hotel Manager shall maintain accurate and detailed records of all transfers to and from the DIP Account or the Hotel Manager Account, as applicable, so that all transactions may be readily ascertained, traced, and recorded properly. The Debtor or the Hotel Manager, as applicable, shall provide such records to the Prepetition Senior Mortgage Lender as provided under the terms of this Final Order, including Section 16(i). For the avoidance of doubt, neither the Debtor nor the Hotel Manager shall make any intercompany transfers or transfers to insiders and/or affiliates of the Debtor, or otherwise, except as permitted by the Court. The Prepetition Senior Mortgage Lender shall also be provided electronic access to view and monitor the DIP Account balance and payments made therefrom by the Debtor.

(vi) The Prepetition Senior Mortgage Lender shall maintain accurate records of all transfers to and from the Disbursal Account and the Suspense Account and, upon commercially reasonable request, provide such records to the Debtor and/or the Office of the United States Trustee (the “U.S. Trustee”) as soon as reasonably practicable.

(vii) To the extent any of the Debtor’s Existing Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtor shall have until a date that is 45 days from the date of the entry of this Final Order, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee’s requirements or guidelines; *provided* that nothing herein shall prevent the Debtor or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtor may obtain a further extension of the 45-day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

(viii) *Reliance on Debtor; Cooperation.* Subject to the provisions of this Final Order, the Prepetition Senior Mortgage Lender is authorized, but not directed, to rely on the representations of the Debtor and the Hotel Manager as to any amounts necessary and requested by the Debtor or the Hotel Manager to be transferred to the DIP Account or the Hotel Manager Account, as applicable, pursuant to the terms of this Final Order and subject to and consistent with the Approved Budget. The Debtor, along with the Debtor’s agents, representatives, and managers, shall cooperate in good faith with the Prepetition Senior Mortgage Lender with respect to the satisfaction of the Debtor’s payment obligations as provided for under the terms of this Final Order.

(ix) *Replacement DIP Account and Replacement Disbursal Account.* The Debtor is authorized to, and shall cooperate with the Prepetition Senior Mortgage Lender to

facilitate the opening of, a new DIP Account as a result of the December 19, 2023 change in Control (as such term is defined in the Prepetition Loan Documents). The Hotel Manager is authorized to open a replacement Disbursal Account for all purposes hereof and in accordance with the terms hereof. The Debtor and the Hotel Manager shall cooperate with the Prepetition Senior Mortgage Lender to facilitate the opening of any such replacement Disbursal Account.

4. Approved Budget. Beginning on February 15, 2024 and each month thereafter, the Debtor, in consultation with the Hotel Manager shall deliver to the Prepetition Senior Mortgage Lender and the U.S. Trustee a monthly budget, for the subsequent three (3)-month period for the Debtor on a consolidated basis, in form and detail satisfactory to, and as approved by, the Prepetition Senior Mortgage Lender in its sole discretion, setting forth, among other things, the projected cash receipts and cash disbursements, substantially in the form attached hereto as Exhibit 2 (such budget, as updated, amended, supplemented or modified with the prior written approval of the Prepetition Senior Mortgage Lender, the “Approved Budget”) (it being understood that the budget attached to this Final Order shall constitute an Approved Budget). The Debtor shall comply with the Approved Budget, subject to a variance in any month of the greater of \$10,000 or 10% from the total amount set forth in the Approved Budget for such period (a “Variance”), *provided*, however, that in the event of any such Variance, (x) the Debtor shall provide the Prepetition Senior Mortgage Lender with a written commentary for each material line-item deviation from the Approved Budget for all positive variances greater than \$10,000 or 10% per line item, and (y) any such Variance described in the foregoing clause (x) shall require the written approval of the Prepetition Senior Mortgage Lender; *provided*, further, that neither Adequate Protection Payments (as defined below) nor Senior Mortgage Lender Professional Fee Payments (as defined below) made to the Prepetition Senior Mortgage lender, nor payments to the Debtor’s retained professionals shall be subject to or limited by the

Approved Budget. The Prepetition Senior Mortgage Lender may rely on the Debtor's compliance with the Approved Budget but shall have no duty to monitor such compliance. Notwithstanding the foregoing, if an Unsecured Creditors' Committee is appointed in this Chapter 11 Case, the line item for "Approved Professional Fees" in the Approved Budget shall be subject to (a) negotiation between and among the Prepetition Senior Mortgage Lender, the Debtor, and the Unsecured Creditors' Committee (if appointed), subject to the terms of the Carve-Out (as defined herein), and (b) the approval of the Bankruptcy Court. Any dispute regarding the amount of fees provided for in the Approved Budget or owed to any Professional Persons (as defined herein) shall be subject to review by and further order of the Bankruptcy Court.

(i) *Non-Conforming Use of Cash Collateral.* In the event that an expense arises that is not within any of the approved line items in the Approved Budget (each such expense a "Non-Conforming Use"), the Debtor may request approval from the Prepetition Senior Mortgage Lender and the Prepetition Senior Mortgage Lender shall have three (3) business days from the date of Debtor's request within which to provide consent or object to such Non-Conforming Use. Absent the consent of the Prepetition Senior Mortgage Lender, the Debtor shall not be authorized to use Cash Collateral for a Non-Conforming Use without further order of the Court.

(ii) *Amendments.* Any amendments, supplements or modifications to, and any waiver of, the Approved Budget must be consented to in writing by the Prepetition Senior Mortgage Lender, in its sole discretion, prior to the implementation thereof and shall not require further notice, hearing or court order.

(iii) *No Binding Effect on Prepetition Senior Mortgage Lender.* The amounts set forth on any Approved Budget are for budgetary purposes only and for the benefit of the

Prepetition Senior Mortgage Lender. An Approved Budget shall not be construed in any way as (a) a waiver or relinquishment of any rights or remedies of the Prepetition Senior Mortgage Lender; or (b) consent to any act or omission that requires or required the Prepetition Senior Mortgage Lender's consent under the Prepetition Loan Documents.

(iv) *Approved Budget Reporting Requirements.* Beginning on March 1, 2024 and before 12:00 p.m. Eastern on first of each Month every month thereafter, the Debtor shall provide the Prepetition Senior Mortgage Lender with copies of the financial reporting prepared by its hotel manager, which shall be substantially in the form attached hereto as **Exhibit 3**, which shall include, without limitation, monthly (i) cash reconciliation, (ii) copies of operating/DIP bank account statement, (iii) a running ledger of S&O taxes collected and accrued liabilities, (iv) a balance sheet for the Debtor, (v) a consolidated income statement combining the retail, F&B lease and hotel operations (the "Approved Budget Reports").

5. Termination of Cash Collateral Authorization.

(i) *Cash Collateral Termination Events.* Unless otherwise ordered by the Court, waived in writing by the Prepetition Senior Mortgage Lender, or cured (to the extent capable of being cured) by the Debtor within three (3) business days of its receipt of a Cash Collateral Termination Notice (as defined below), a Cash Collateral Termination Event (as defined below) shall be deemed to have occurred upon three (3) business days' prior written notice (including by email or other electronic means) (a "Cash Collateral Termination Notice") from the Prepetition Senior Mortgage Lender to the Debtor, the Debtor's chapter 11 bankruptcy counsel, the Unsecured Creditors' Committee (if appointed), and the U.S. Trustee, of the occurrence of any of the following events (each, a "Cash Collateral Termination Event" and collectively, the "Cash Collateral Termination Events"):

(a) the failure of the Debtor to make any

payment under this Final Order to the Prepetition Senior Mortgage Lender within two (2) business days after such payment becomes due; (b)(1) this Final Order ceases, for any reason (other than by reason of the express written agreement by the Prepetition Senior Mortgage Lender), to be in full force and effect in any material respect, or (2) entry by this Court or any other court of an order vacating or modifying this Final Order or any other final order authorizing the use of Cash Collateral in this case; (c) the Debtor supports in writing an action commenced by any person against the Prepetition Senior Mortgage Lender with respect to the Prepetition Loan Documents, including, without limitation, any action to avoid or subordinate any obligations under the Prepetition Loan Documents; (d) the Court shall have entered an order granting relief from the automatic stay to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any of the Debtor's assets which have an aggregate value in excess of \$100,000; (e) the filing of any pleading by the Debtor in support of any other person or entity's opposition to any motion filed in the Court by the Prepetition Senior Mortgage Lender seeking confirmation of the amount of its claims or the validity or enforceability of the Prepetition Liens, except with regard to good faith disputes over the payment of fees and expenses; (f) the failure of the Debtor to comply with any of the material terms, provisions, conditions, covenants, or obligations under this Final Order; (g) any Cash Collateral is used other than for the purposes set forth in this Final Order and/or in accordance with the Approved Budget (subject to any Variance); (h) any failure by the Debtor to obtain approval on any Variance as required by Section 4 of this Final Order; (i) any failure by the Debtor to provide reporting and substantiation of funds flow as required by this Final Order; (j) any failure by the Debtor to pay any invoices issued by the Prepetition Senior Mortgage Lender as and when due; (k) unless otherwise agreed to in writing by the Prepetition Senior Mortgage Lender in its sole discretion, the Debtor seeks entry of an order authorizing the Debtor to obtain

postpetition financing secured by any liens priming or senior to those of the Prepetition Senior Mortgage Lender pursuant to section 364(d)(1) of the Bankruptcy Code; (l) the dismissal of the Debtor's bankruptcy case or the conversion of the case to a case under chapter 7 of the Bankruptcy Code; (m) any failure by the Debtor to deliver any of the Approved Budget Reports required by Section 4(iv) hereof; (n) the appointment of a trustee, receiver or examiner or other representative with expanded powers for the Debtor; (o) any change of Control (as such term is defined in the Prepetition Loan Documents) or change in direct or indirect ownership of the Debtor; (p)(1) any failure of the Debtor to file with Court a chapter 11 plan, in form and substance reasonably acceptable to the Prepetition Senior Mortgage Lender, which provides for the indefeasible payment in full in cash all (X) Prepetition Mortgage Loan Obligations, and (Y) Adequate Protection Obligations remaining after payment of all Prepetition Mortgage Loan Obligations (such chapter 11 plan meeting the requirements of the foregoing clause (p)(1), an "Acceptable Plan") in sufficient time such that on or prior to June 12, 2024, the Court has not entered a final order approving an Acceptable Plan; (2) on or prior to July 1, 2025, the Court has not entered a final order closing the Chapter 11 Case or dismissing the Chapter 11 Case with prejudice; or (3) the effective date for any Acceptable Plan has not occurred on or prior to August 15, 2024 *provided*, that such dates in the foregoing clauses (p)(1)-(3) may be extended by the Senior Prepetition Mortgage Lender in its discretion, or as otherwise ordered by the Court.

ADEQUATE PROTECTION FOR PREPETITION COLLATERAL USE

6. Adequate Protection for the Prepetition Senior Mortgage Lender Party.

As adequate protection for and to the extent of any diminution in the value of the Prepetition Collateral resulting from the use of Cash Collateral securing the Prepetition Mortgage Loan Obligations, and the agreement of the Prepetition Senior Mortgage Lender to subordinate its right to receive payment from the proceeds of Prepetition Collateral to the Carve-Out (as defined

herein) (collectively, the “Diminution Claim”), the Prepetition Senior Mortgage Lender is hereby granted, subject only to the Carve-Out, the following adequate protection:

(i) *Adequate Protection Liens.* To secure the Diminution Claim, the Prepetition Senior Mortgage Lender, is, solely to the extent of the Diminution Claim, granted (effective and perfected upon the date of this Final Order, and without the necessity of execution by the Debtor of mortgages, security agreements, pledge agreements, financing statements and/or other agreements or instruments) valid, perfected, postpetition security interests and liens (the “Replacement Liens”) in and on (a) all of the Prepetition Collateral, (b) the DIP Account, and (c) the Existing Accounts, *provided, however*, the Replacement Liens (x) shall only be and remain subject and subordinate to the Carve-Out; and (y) shall not apply to any claims or causes of action arising under sections 544, 545, 547, 548, 49, and 550 of the Bankruptcy Code or any other similar state or federal law (any such claims or causes of action, “Avoidance Actions”) or the proceeds thereof.

(ii) *Adequate Protection Superpriority Claims.* As further adequate protection for and solely to the extent of the Diminution Claim, the Prepetition Senior Mortgage Lender is granted (effective upon the date of this Final Order) a superpriority claim with priority over all administrative expense claims and unsecured claims against the Debtor or its estate, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b), 546(c), 552(b), 726, 1113 and 1114 and any other provision of the Bankruptcy Code (the “Adequate Protection Superpriority Claim”), which allowed Adequate Protection Superpriority Claim shall be payable from and have recourse to all pre- and postpetition property of the Debtor, including all cash and cash equivalents, and all proceeds thereof; *provided, however*, the Adequate Protection Superpriority Claim shall not be payable

from nor have recourse to any Avoidance Actions or the proceeds thereof. The Adequate Protection Superpriority Claim shall be subject and subordinate only to the Carve-Out.

(iii) *Prepetition Senior Mortgage Lender's Legal Fees and Expenses.* As additional adequate protection, the Debtor shall pay all reasonable and documented outstanding fees and out-of-pocket expenses, including, but not limited to, reasonable and documented fees and out-of-pocket expenses of legal counsel, incurred by the Prepetition Senior Mortgage Lender, to the extent provided for under the Prepetition Loan Documents, whether incurred prior to or after the Petition Date (the "Senior Mortgage Lender Professional Fee Payments"). None of the Prepetition Senior Mortgage Lender's attorneys, financial advisors and accountants' fees and disbursements shall be subject to the prior approval of this Court or the guidelines of the Office of the U.S. Trustee for this region, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court. Any such fees, costs and expenses shall be evidenced by a summary invoice (redacted, as necessary, to protect any applicable privilege) and delivered to the Debtor and the U.S. Trustee. The U.S. Trustee shall have ten (10) business days from the date of such delivery (the "Lender Professional Fee Review Period") within which to object in writing to such payment. Upon the expiration of the Lender Professional Fee Review Period and in the absence of any objection by the U.S. Trustee, the Debtor shall promptly, and in any event within five (5) business days, pay or cause the payment of such invoice, without the need for further application to or order of the Court. In the event that, within the Lender Professional Fee Review Period, the U.S. Trustee raises an objection to a particular invoice, the Debtor shall promptly, and in any event within five (5) business days, pay those fees and expenses set forth in such invoice that are not subject to the objection, without the need for further application to or order of the Court. Subject to the procedures set forth above, the Senior Mortgage Lender Professional Fee Payments are hereby

approved (effective upon the date of this Final Order) and shall not be subject to disgorgement by any party for any reason.

(iv) *Additional Adequate Protection.* As additional adequate protection, the Prepetition Senior Mortgage Lender shall be entitled to (a)(1) in cash, monthly interest on the Prepetition Mortgage Loan Obligations at the nondefault rate due as provided for under the Prepetition Loan Documents (the “Adequate Protection Payment Amount”), *plus*, any Available Cash (as defined below) exceeding the Adequate Protection Payment Amount; and (2) in the event that the amount of cash necessary to pay the entire Adequate Protection Payment Amount (as defined herein) for any given Adequate Protection Payment (as defined herein) is not available, payment in kind, in the amount of any shortfall in Available Cash for payment of the Adequate Protection Payment Amount equal to monthly interest on the Prepetition Mortgage Loan Obligations at the nondefault rate due as provided for under the Prepetition Loan Documents, which postpetition interest shall be automatically capitalized and added to the amount of the outstanding Prepetition Mortgage Loan Obligations (any such payments made pursuant to this paragraph Section 6(iv), an “Adequate Protection Payment”); *provided*, however, that any such Adequate Protection Payments shall not be construed as a waiver by the Prepetition Senior Mortgage Lender of any right to collect, assert, or otherwise account for, default interest for purposes of determining the amount of the Prepetition Loan Obligations, and the Prepetition Senior Mortgage Lender expressly reserves the right to collect, assert, or otherwise account for any such amounts in connection with any such determination; *provided, further*, that the foregoing clause (2) shall be without prejudice to the power of the Court, upon its own initiative or upon formal request by a party-in-interest, to make a determination as to whether the Prepetition Senior Mortgage Lender is entitled to receive such postpetition interest based on the collateral securing its claims, and (b) the additional benefits set forth in this Final Order,

including Paragraphs 3(i) through (vii) (Maintenance of Existing Accounts); 9 (Restrictions on Use of Funds); 10 (Challenge Period); and 16 (Sale/Conversion/Dismissal) hereof (the obligations set forth in Sections 6(i) through (vii) of this Final Order, collectively, the “Adequate Protection Obligations”).

(v) *Available Cash Cushion.* For the purposes of Section 6(iv)(a)(1), “Available Cash” means any cash in the Existing Accounts that exceeds the sum of (a) \$100,000.00, *plus* (b) the amounts set forth in the Approved Budget, and the payment of any other amounts required by and consistent with the terms of this Final Order for the applicable monthly period preceding such Adequate Protection Payment, as such amounts are measured on the date of an Adequate Protection Payment.

(vi) *Adequate Protection Payments.* Any Adequate Protection Payments made pursuant to Section 6(iv) of this Final Order shall be made in the Adequate Protection Payment Amount beginning on March 8, 2024 and made on the 9th of every month thereafter for the preceding accrual period; *provided*, however, that if the 9th of any month is not a business day, such Adequate Protection Payment shall be made on the preceding business day.

(vii) *Consent to Priming and Adequate Protection.* The Prepetition Senior Mortgage Lender consents to the Debtor’s use of Cash Collateral securing the Prepetition Mortgage Loan Obligations and the priming provided for herein; *provided, however*, that such consent to the priming, the use of Cash Collateral securing the Prepetition Mortgage Loan Obligations and the sufficiency of the adequate protection provided for herein is expressly conditioned upon the entry of this Final Order, and such consent shall not be deemed to extend to any replacement or other debtor in possession financing; *provided, further*, that such consent shall be of no force and effect in the event this Final Order is not entered.

CARVE-OUT; RESTRICTIONS ON USE OF FUNDS

7. Carve-Out. As used in this Final Order, the term “Carve-Out” means the sum of: (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (the “UST Carve-Out”); (ii) all reasonable fees and expenses up to \$25,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; and (iii) to the extent allowed by the Bankruptcy Court at any time, whether by interim or final compensation or other order, all accrued and unpaid claims for fees, costs and expenses incurred by persons or firms retained by the Debtor pursuant to sections 327, 328 or 363 of the Bankruptcy Code (the “Debtor Professionals”) and an Unsecured Creditors’ Committee (if appointed) pursuant to section, 328, or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) (such fees and expenses, the “Allowed Professional Fees”) at any time on or prior to the first business day following delivery by the Prepetition Senior Mortgage Lender of Carve-Out Trigger Notice (as defined herein), *provided*, that (x) the amount of Allowed Professional Fees attributable to the Debtor shall not exceed, at any time, in the aggregate, the sum \$100,000; (y) the amount of fees for the Unsecured Creditors’ Committee (if appointed) investigating, prosecuting or challenging any Prepetition Mortgage Loan Obligations or Prepetition Liens (to the extent permitted under paragraph 9 hereof) shall be limited to \$50,000; and (z) the total amount of fees for the Unsecured Creditors’ Committee (if appointed), if any, shall be limited to an amount negotiated between the Unsecured Creditors’ Committee (if appointed), the Debtor, and the Prepetition Senior Mortgage Lender and set forth in the applicable Approved Budget as provided by Paragraph 4, *supra*. For purposes of the foregoing, “Carve-Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the Prepetition Senior Mortgage

Lender to counsel for the Debtor, the U.S. Trustee, and counsel to the Creditors' Committee (if appointed), which notice may be delivered following the occurrence and during the continuation of any Cash Collateral Termination Event stating that the Carve-Out has been triggered. Each Professional Person shall deliver monthly, by the 10th day of each month, a statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the preceding Month by such Professional Persons to the Prepetition Senior Mortgage Lender. Nothing in this Final Order or otherwise shall be construed to obligate the Prepetition Senior Mortgage Lender in any way to pay compensation to or reimburse expenses of any estate professional, or to guarantee that the Debtor has sufficient funds to pay such compensation or expense reimbursement.

(i) *UST Carve-Out.* The Prepetition Senior Mortgage Lender's liens granted pursuant to the terms of this Final Order shall be at all times subject and junior to the UST Carve-Out. The Debtor is authorized to pay fees due to the U.S. Trustee pursuant to 28 U.S.C. § 1930.

(ii) *Payment of Allowed Professional Fees Prior to Termination.* Any payment or reimbursement made in respect of any allowed professional fees prior to the termination of the Debtor's rights to use the Cash Collateral pursuant to the terms of this Final Order shall not reduce the Carve-Out.

(iii) Nothing contained in this Final Order shall be construed: (a) to exempt those persons hereafter receiving compensation payments or reimbursement of expenses pursuant to any such Court-approved procedure from the applicable provisions of bankruptcy law, including the requirements that such compensation or reimbursement be allowed on a final basis after the filing of appropriate fee applications, and, if applicable, any subsequent order of this Court requiring that such payments be disgorged, and/or (b) as consent to the allowance of

any fees and expenses referred to above, and shall not affect any right of the Prepetition Senior Mortgage Lender to object to the reasonableness of such amounts.

8. Restrictions on Use of Funds. Notwithstanding anything in this Final Order to the contrary, no proceeds of any Prepetition Collateral (including, without limitation, Cash Collateral) or any portion of any Carve-Out may be used in any manner to (a) unless otherwise agreed to in writing by the Prepetition Senior Mortgage Lender in its sole discretion, request authorization to obtain postpetition secured financing secured by any priming liens pursuant to section 364(d)(1) of the Bankruptcy Code; (b) pay any amount for any use not provided for in the Approved Budget, except to the extent approved by an order of the Bankruptcy Court; (c) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of any amount due under the Prepetition Mortgage Loan Agreement; (d) investigate (except as set forth in Paragraph 10 below), initiate, assert, join, commence, support or prosecute any cause of action or claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination or similar relief against the Prepetition Senior Mortgage Lender (in such capacity or under or relating to any other loan or extensions of credit provided to the Debtor or any affiliates), including, without limitation, with respect to any transaction, occurrence, omission or action related to the Prepetition Liens, the Replacement Liens or the Prepetition Mortgage Loan Obligations, including, without limitation, (i) any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (ii) any action relating to any act or omission related to, or aspect of, the relationship between or among any of the Prepetition Senior Mortgage Lender (in their capacity as such), on the one hand, and the Debtor or any of its affiliates, on the other; (iii) any action with respect to the validity and extent of the Prepetition Mortgage Loan Obligations or the validity, perfection, extent, enforceability and/or priority of the Prepetition

Liens or the Replacement Liens; (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition Liens or the Replacement Liens; or (v) any action that has the effect of preventing, hindering or delaying, whether directly or indirectly, the Prepetition Senior Mortgage Lender with respect to the enforcement of its liens and security interests in the Cash Collateral or the Prepetition Collateral; (e) pay or reimburse any management fee or other fee or expense to (i) the Debtor, (ii) any affiliate of the Debtor, including the Mezz Owner, 560 Seventh Owner Mezz LLC (the “Junior Mezz Owner”), Flintlock Construction LLC or any insider thereof, or (iii) any other insider of the Debtor; (f) pay or reimburse any fees or expenses of any kind arising from or related to the Mezz Owner Case; and/or (g) use or seek to use Cash Collateral unless otherwise permitted hereby, without the consent of the Prepetition Senior Mortgage Lender.

9. Reservation of Certain Third Party Rights and Bar of Challenges and Claims. The Debtor’s stipulations, admissions, agreements and releases contained in this Final Order, including in paragraphs D(i) through (viii) (the “Debtor’s Stipulations” or the “Stipulations”), shall be binding upon the Debtor and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for the Debtor) in all circumstances and for all purposes. The Debtor’s Stipulations, shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Case and any other person or entity acting or seeking to act on behalf of the Debtor’s estate, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for the Debtor, in all circumstances and for all purposes unless: (a)(i) with respect to any party in interest with requisite standing other than any official creditors’ committee (subject in all respects to any agreement or applicable law that may limit or affect such entity’s right or ability to do so), such party has timely filed an adversary proceeding or

contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by no later than 75 calendar days after entry of this Final Order, (ii) with respect to any official creditors' committee with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), such committee has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by no later than 60 calendar days after the entry of this Final Order, and (iii) in each case with respect to (i) and (ii), any such later date as has been agreed to in writing by the Prepetition Senior Mortgage Lender or ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(iii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Mortgage Loan Obligations or the Prepetition Liens or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, including any "lender liability" causes of action, objections, contests or defenses (collectively, the "Challenges") against the Prepetition Senior Mortgage Lender or its subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "Representative" and, collectively, the "Representatives") in connection with matters related to the Prepetition Loan Documents, the Prepetition Mortgage Loan, the Prepetition Mortgage Loan Obligations, the Prepetition Liens, and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; provided, however, that any pleadings filed in connection with any Challenge

shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (1) the Debtor's Stipulations contained in this Final Order shall be binding on all parties in interest; (2) the obligations of the Debtor under the Prepetition Loan Documents, including the Prepetition Mortgage Loan Obligations, shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, recoupment, offset or avoidance, for all purposes in the Chapter 11 Case, and any subsequent chapter 7 case(s); (3) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense; and (4) the Prepetition Mortgage Loan Obligations and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Case or any other party in interest acting or seeking to act on behalf of the Debtor's estate, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for the Debtor) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Case or any other party acting or seeking to act on behalf of the Debtor's estate, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for the Debtor), whether arising under the Bankruptcy Code or otherwise, against the Prepetition Senior Mortgage Lender or its respective Representatives arising out of or relating to any of the Prepetition Loan Documents, the Prepetition Mortgage Loan Obligations, the Prepetition Liens,

and/or the Prepetition Collateral, shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period by any statutory or non-statutory committee appointed or formed in the Chapter 11 Case or any other person or entity with requisite standing, the stipulations, admissions, agreements and releases contained in this Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Case and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge Period as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in this Chapter 11 Case, standing or authority to pursue any claim or cause of action belonging to the Debtor or its estate, including, without limitation, Challenges with respect to the Prepetition Loan Documents, the Prepetition Mortgage Loan Obligations, the Prepetition Collateral, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Case or confirmation of any plan of reorganization.

ADDITIONAL LENDER PROTECTIONS

10. Prohibition on Granting of Additional Liens and Interests. No liens, claims, interests or priority status, other than the Carve-Out, having a lien or administrative priority superior to or *pari passu* with that of the Adequate Protection Superpriority Claims or the Replacement Liens granted by this Final Order, shall be granted without the prior written consent of the Prepetition Senior Mortgage Lender.

11. Right to Seek Emergency Relief. The Prepetition Senior Mortgage Lender shall have the right to request an emergency hearing on three (3) business days' notice or other

such time as the Court shall fix pursuant to Bankruptcy Rules 9006(c) and 9007, and Local Rule 9006-1, to seek a modification of the terms of this Final Order, or any additional protections or any other relief, including to request the appointment of an examiner with expanded powers, a trustee, or other similar fiduciary pursuant to Bankruptcy Code section 1104(c).

MISCELLANEOUS

12. Limitation on Section 506(c) Claims. As adequate protection for the use of Cash Collateral, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any successor case(s) at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against, the Prepetition Senior Mortgage Lender or any of its respective claims, the Carve-Out, or the Prepetition Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition Senior Mortgage Lender. No action, inaction or acquiescence by the Prepetition Senior Mortgage Lender shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition Senior Mortgage Lender, any of its claims, the Carve-Out, or the Prepetition Collateral.

13. No Marshaling. Subject to entry of the Final Order, the Prepetition Senior Mortgage Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral.

14. Equities of the Case Waiver. Subject to entry of the Final Order, the Prepetition Senior Mortgage Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and no person may assert an “equities of the case” claim under section 552(b) of the Bankruptcy Code against the Prepetition Senior Mortgage Lender with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral.

15. Additional Perfection Measures. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Replacement Liens without the necessity of filing or recording any financing statement, deeds of trust, mortgages, or other instruments or documents which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the Replacement Liens or to entitle the Replacement Liens to the priorities granted herein. Notwithstanding and without limiting the foregoing, the Prepetition Senior Mortgage Lender (or its authorized agent) is hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the Prepetition Senior Mortgage Lender (or its authorized agent) chooses to file such financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and subject to the Challenge Period, not subject to challenge, dispute, or subordination as of the date of entry of this Final Order. If the Prepetition Senior Mortgage Lender (or its authorized agent) determines to file or execute any financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments, the Debtor shall cooperate and assist in any such execution and/or filings as reasonably requested by the Prepetition Senior Mortgage Lender, and the automatic stay imposed by Bankruptcy Code section 362 is hereby modified to the extent applicable to allow such filings and/or recording of a certified copy of this Final Order or any such financing statements, notices of lien or similar instruments, and all such documents shall be deemed to have been filed or recorded as of the Petition Date. A certified copy of this Final Order may be filed with or recorded in filing or recording offices by the Prepetition Senior

Mortgage Lender (or its authorized agent) in addition to or in lieu of any such filings, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording; *provided, however,* that notwithstanding the date of any such filing, the date of such perfection shall be the date of the Petition Date.

16. Access to Information

(i) *Books and Records.* The Debtor (and/or its legal and financial advisors) will at all times, including but not limited to, in anticipation of or in connection with any change of Control (as such term is defined in the Prepetition Loan Documents) or change in direct or indirect ownership of the Debtor, (A) keep proper books, records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) and consistent with previous accounting methods in which full, true and correct entries shall be made of all dealings and transactions in relation to their business and activities; (B) cooperate, consult with and provide to the Prepetition Senior Mortgage Lender all such information as required or allowed under the provisions of this Final Order or that is afforded to the Unsecured Creditors' Committee (if appointed) and/or the Unsecured Creditors' Committee's respective legal or financial advisors (if appointed); (C) permit, consistent with the Prepetition Loan Documents, representatives of the Prepetition Senior Mortgage Lender to (1) visit and inspect the Margaritaville Resort Times Square Hotel located at 560 Seventh Avenue, New York, NY (the "Hotel") or any other property of the Debtor, (2) examine and make abstracts or copies from any of their respective books and records, (3) conduct a collateral audit and analysis of its respective inventory and accounts, (4) tour the Hotel and any other properties and to discuss the Debtor's respective affairs, finances, properties, business operations and accounts with its respective officers, employees, hotel managers (including general manager, revenue manager, expense manager, and other department heads), the Hotel Manager and its officers and employees, and independent public accountants as

often as may reasonably be desired, and (5) access to online, real-time updates on the status of the DIP Account, including the current balance and information describing any and all transfers from the DIP Account, including the amount of such transfers and the identity of the transferee; (D) permit, consistent with the Prepetition Loan Documents, representatives of the Prepetition Senior Mortgage Lender to consult with the Debtor's management on matters concerning the general status of the Debtor's business, financial condition and operations; (E) provide to the Prepetition Senior Mortgage Lender with access to any regularly scheduled meetings as mutually agreed with senior management of the Debtor and other company advisors (during normal business hours); and (F) provide the Prepetition Senior Mortgage Lender with access to all information it shall reasonably request, including but not limited to (1) all bank statements for all accounts in the name of Debtor; (2) weekly snapshots of any accounts used after the Petition Date which are collecting revenues, holding cash or reserves and/or paying expenses (3) a certified true and correct copy of accounts payable and accounts receivable delivered weekly; (4) a general ledger; (5) weekly reconciliation of cash amounts collected against revenues booked; and (6) weekly reporting of payment of all invoices along with reasonable proof of the payment of each invoice, and cash reconciliation of funds on hand in accordance with the approved budget; *provided*, however, that the Debtor shall not be required to produce any information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

(ii) *Access to Diligence Materials.* Subject to execution of a market-standard confidentiality agreement, the Prepetition Senior Mortgage Lender's professionals shall have access to all due diligence materials provided either prior to or during this Chapter 11 Case by the Debtor to any potential (A) strategic investor, (B) party providing new financing, or (C) purchaser. The Debtor shall also provide the Prepetition Senior Mortgage Lender's

professionals with updates and information on any developments regarding discussions with any potential strategic investors, financiers/lenders, and/or purchasers, as applicable, and such updates shall be provided no later than 24 hours within the occurrence of such developments/discussions.

17. Successors and Assigns. The provisions of this Final Order shall be binding upon the Debtor, the Prepetition Senior Mortgage Lender and each of their respective successors and assigns, and shall inure to the benefit of the Debtor, the Prepetition Senior Mortgage Lender and each of their respective successors and assigns, including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code. The terms and provisions of this Final Order shall also be binding on all of the Debtor's creditors, equity holders and all other parties in interest, including, but not limited to, a trustee appointed under chapter 7 or chapter 11 of the Bankruptcy Code.

18. Debtor Will Not Challenge Credit Bid Rights. Without prejudice to any rights or claims reserved pursuant to Paragraph 9 hereof as to any party in interest other than the Debtor (and subject to the limitations therein) and subject to section 363(k) of the Bankruptcy Code, the Debtor shall not object to the Prepetition Senior Mortgage Lender credit bidding up to the full amount of its outstanding Prepetition Mortgage Loan Obligations and any other secured debt claim, in each case including, without limitation, any accrued interest and expenses, on a dollar-for-dollar basis in any sale of all or any portion of the Prepetition Collateral whether such sale is effectuated through section 363 of the Bankruptcy Code in a chapter 11 or chapter 7 proceeding, under section 1129 in a chapter 11 proceeding, by a chapter 7 trustee in a chapter 7 proceeding or otherwise. The Prepetition Senior Mortgage Lender expressly reserves the right to credit bid up to the full amount of the Prepetition Mortgage Loan Obligations and any other

secured debt claim including, without limitation, all principal, interest, fees, expenses, call and make-whole premiums, yield maintenance premiums and other fees and charges. For the avoidance of doubt, nothing in this Section 18 shall be construed as an indication by the Debtor that the Hotel is currently, as of the date of the filing of the Motion, subject to a sale process.

19. Binding Nature of Agreement. Except to the extent set forth herein, or unless otherwise consented to in writing, the rights, remedies, powers, privileges, liens and priorities of the Prepetition Senior Mortgage Lender provided for in this Final Order or otherwise shall not be modified, altered or impaired in any manner by any subsequent order (including a confirmation or sale order), by any plan of reorganization or liquidation in this Chapter 11 Case, by the dismissal or conversion of this Chapter 11 Case or in any subsequent case under the Bankruptcy Code.

20. Preservation of Rights Granted Under this Final Order.

(i) Notwithstanding any order dismissing the Chapter 11 Case entered at any time, (A) the Replacement Liens, the Adequate Protection Superpriority Claim, and the other administrative claims granted pursuant to this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until, as applicable, all Adequate Protection Obligations are indefeasibly paid in full, in cash, and such Replacement Liens, Adequate Protection Superpriority Claim, and the other administrative claims granted pursuant to this Final Order, shall, notwithstanding such dismissal, remain binding on the Debtor, its estate and all parties in interest; and (B) to the fullest extent permitted by law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the provisions of this Final Order.

(ii) Except as expressly provided in this Final Order, the Replacement Liens, the Adequate Protection Superpriority Claim, and all other rights and remedies of the Prepetition

Senior Mortgage Lender granted under this Final Order shall survive, and shall not be modified, impaired, or discharged by (A) the entry of an order converting the Chapter 11 Case to a case under chapter 7, dismissing the Chapter 11 Case, terminating the joint administration of the Chapter 11 Case with any case that may be filed and jointly administrated herewith or by any other act or omission, (B) the entry of an order approving the sale of any Prepetition Collateral pursuant to section 363 of the Bankruptcy Code, (C) the entry of an order confirming a chapter 11 plan, including an Acceptable Plan, in this Chapter 11 Case or any other case that may be filed and jointly administrated herewith and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtor has waived any discharge as to any remaining Adequate Protection Obligations, or (D) any change of Control or change in direct or indirect ownership of the Debtor. The terms and provisions of this Final Order shall continue in the Chapter 11 Case, in any successor case if the Chapter 11 Case is hereinafter jointly administrated and later ceases to be jointly administered, or in any superseding chapter 7 case under the Bankruptcy Code.

(iii) Except as otherwise provided herein, the Replacement Liens and the Adequate Protection Superpriority Claim shall maintain their priorities as provided in this Final Order, and not be modified, altered or impaired in any way by any other financing, extension of credit or incurrence of indebtedness until the Prepetition Mortgage Loan Obligations have been or are deemed to have been satisfied in accordance with the Bankruptcy Code.

(iv) Other than as set forth in this Final Order or as otherwise ordered by the Court, the replacement Liens shall not be made subject to or *pari passu* with any lien or security interest granted in any case or arising after the Petition Date, nor shall the Replacement Liens be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtor's estate under Bankruptcy Code section 551, and except as set forth in this Final Order the occurrence of any of the foregoing shall be a Cash Collateral Termination Event.

21. Collateral Rights. If any party who holds a lien or security interest in Prepetition Collateral that is junior and/or subordinate to the Replacement Liens or the Prepetition Liens in such Prepetition Collateral receives or is paid the proceeds of such Prepetition Collateral prior to the indefeasible payment in full in cash and the complete satisfaction of the Prepetition Mortgage Loan Obligations under the Prepetition Loan Documents, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such Prepetition Collateral in trust for the Prepetition Senior Mortgage Lender and shall immediately turn over such proceeds for application by the Prepetition Mortgage Loan Obligations in accordance with the Prepetition Mortgage Loan Agreement and this Final Order until indefeasibly paid in full in cash.

22. No Waiver. This Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the Prepetition Senior Mortgage Lender may have to bring or be heard on any matter brought before this Court.

23. Limits on Lender's Liability. Nothing in this Final Order or in the Prepetition Loan Documents or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition Senior Mortgage Lender, of any liability for any claims arising from or related to (i) any and all activities by the Debtor or any of its subsidiaries or affiliates in the operation of their businesses or in connection with their restructuring efforts, or (ii) the Existing Accounts, or other similar account into which funds are deposited or from which funds are disbursed on behalf of or for the benefit of the Debtor, including but not limited to any acts or omissions of the Prepetition Senior Mortgage Lender related to the deposit or disbursement of such funds. In determining to permit the use of the Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Final Order or Prepetition Loan Documents, the Prepetition

Senior Mortgage Lender shall not (a) be deemed to be in “control” of the operations of the Debtor; (b) owe any fiduciary duty to the Debtor, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of any of the Debtor. Any actions taken by the Prepetition Senior Mortgage Lender in furtherance of or in connection with its obligations under this Final Order shall not be subject to challenge unless such actions are adjudicated by a final order to constitute gross negligence or willful misconduct.

24. No Third-Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

25. Adequate Notice. The notice given by the Debtor of the Final Hearing was given in accordance with the Bankruptcy Rules and the Local Rules, such notice was sufficient under the particular circumstances and no other or further notice of the request for relief granted at the Final Hearing is required. The Debtor shall promptly serve copies of this Final Order to the parties having been given notice of the Final Hearing and to any party that has filed a request for notices with the Bankruptcy Court.

26. Immediate Binding Effect. This Final Order shall be valid and fully effective immediately upon entry, notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062 and 9014, or otherwise, and the Clerk of the Court is hereby directed to enter this Final Order on the Court’s docket in the Chapter 11 Case; there shall be no stay of execution or effectiveness of this Final Order and any stay of the effectiveness of this Final Order that might otherwise apply is hereby waived for cause shown.

27. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Final Order.

28. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

29. Proofs of Claim. Notwithstanding any order of this Court to the contrary, the Prepetition Senior Mortgage Lender is hereby relieved of any obligation or requirement to file proofs of claim in the Chapter 11 Case with respect to or on account of the Prepetition Mortgage Loan Obligations, the Adequate Protection Obligations, and/or any other claims or liens granted hereunder or created hereby. The Debtor's Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition Senior Mortgage Lender on account of the Prepetition Mortgage Loan Obligations, upon approval of this Final Order, the Prepetition Senior Mortgage Lender shall be treated under section 502(a) of the Bankruptcy Code as if it had filed a proof of claim, and the Prepetition Mortgage Loan Obligations, subject to paragraph 9 hereof, shall be deemed an allowed claim. Notwithstanding the foregoing, the Prepetition Senior Mortgage Lender is hereby authorized and entitled, in its discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate proofs of claim in each of this Chapter 11 Case or successor case(s) for any claim allowed herein or otherwise.

30. Final Order Governs. In the event of any inconsistency between the provisions of this Final Order and any other order entered by this Bankruptcy Court, the provisions of this Final Order shall govern. Notwithstanding anything to the contrary in any other order entered by this Bankruptcy Court, any payment made pursuant to any authorization contained in any other order entered by this Bankruptcy Court shall be consistent with and

subject to the requirements set forth in this Final Order, including, without limitation, the Approved Budget.

31. Necessary Action. The Debtor and the Prepetition Senior Mortgage Lender are authorized to take all actions as are necessary or appropriate to implement the terms of this Final Order.

32. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Final Order.

Dated: _____, 2024
New York, New York

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT “1”

MVTs Weekly Budget Variance	BUDGET Week # Week Ended	WEEKLY DRAW 1 DATE	WEEKLY DRAW 2 DATE	TOTAL DRAW	VARIANCE \$	VARIANCE %	COMMENTS
Rooms Sold					-	-	
Rooms Available					-	-	
Occupancy					-	-	
Average Daily Rate					-	-	
RevPar					-	-	
Department Sales / Revenue					-	-	
Room					-	-	
Miscellaneous Income					-	-	
Retail Income (Retail is Vacant)					-	-	
IMCMV Rent					-	-	
Total Operating Revenue	-	-	-	-	-	-	
Departmental Expenses					-	-	
Rooms Expenses					-	-	
Resort Fee Split IMCMV					-	-	
Travel Agent Commissions					-	-	
Total Departmental Expenses	-	-	-	-	-	-	
Undistributed Operating Expenses					-	-	
Administrative & General					-	-	
G&A Amounts Paid Weekly					-	-	
G&A Other					-	-	
Sales & Marketing					-	-	
S&M Payroll					-	-	
S&M Other					-	-	
License Fee					-	-	
Repairs & Maintenance					-	-	
Weekly Paid Amounts					-	-	
Monthly Paid Amounts					-	-	
Info Tech & Telecom					-	-	
Utilities					-	-	
Total Undistributed Expenses	-	-	-	-	-	-	
Operating Profit	-	-	-	-	-	-	
Management Fees					-	-	
Operating Income	-	-	-	-	-	-	
Non-Op Income and Expense					-	-	
US Trustee					-	-	
Claims Agent					-	-	
Approved Professional Fees					-	-	
Insurance Impound					-	-	
RE Tax Impound					-	-	
NYS S&O Tax Obligation					-	-	
NYC S&O Tax Obligation					-	-	
NYS S&O Taxes Collected					-	-	
NYC S&O Taxes Collected					-	-	
Total Non-Op Income and Expense	-	-	-	-	-	-	
EBITDA	-	-	-	-	-	-	
FF&E Reserve					-	-	
Net Cash Flow	-	-	-	-	-	-	
Estimated Rate Cap Payment Received					-	-	
Net Cash Flow for Debt Service	-	-	-	-	-	-	

EXHIBIT “2”

Highgate Hotels

Margaritaville Resort Times Square - Union HSKP
560 7th Avenue, New York, NY 10018

Preliminary 2024 Proforma, prepared February 15, 2024

Although Highgate Hotels, LP ("Highgate") has used reasonable care in obtaining the information and assembling the estimates and projections contained herein, this material is submitted without representation or warranty. All information is subject to modification due to changes in the market, further clarifications, or other events beyond the control of Highgate.

Margaritaville Resort Times Square - Union HSKP

Preliminary 2024 Monthly Proforma ⁽¹⁾

	ACT	PF	2024 TOTAL										
	1/31/24	2/29/24	3/31/24	4/30/24	5/31/24	6/30/24	7/31/24	8/31/24	9/30/24	10/31/24	11/30/24	12/31/24	
# of Rooms	234	234	234	234	234	234	234	234	234	234	234	234	234
# of Days Open	31	29	31	30	31	30	31	31	30	31	30	31	366
Available Rooms	7,254	6,786	7,254	7,020	7,254	7,020	7,254	7,254	7,020	7,254	7,020	7,254	85,644
Occupied Rooms	4,938	5,430	6,696	6,703	6,946	6,876	7,062	7,020	6,776	6,941	6,463	6,928	78,780
Occupancy %	68.1%	80.0%	92.3%	95.5%	95.8%	98.0%	97.4%	96.8%	96.5%	95.7%	92.1%	95.5%	92.0%
Average Rate	\$169.47	\$176.56	\$237.72	\$309.83	\$337.79	\$329.47	\$296.31	\$290.01	\$372.99	\$362.91	\$318.04	\$415.89	\$307.03
RevPAR	\$115.36	\$141.29	\$219.43	\$295.84	\$323.45	\$322.72	\$288.47	\$280.68	\$360.02	\$347.26	\$292.82	\$397.18	\$282.42
REVENUES													
Rooms	837	959	1,592	2,077	2,346	2,265	2,093	2,036	2,527	2,519	2,056	2,881	24,188 77.1% 103,366 307.03
Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
Other Operating Departments	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
Rent and Other	6	3	4	4	4	4	4	4	4	4	3	4	46 0.1% 197 0.59
Space Rental ⁽²⁾	308	308	308	308	308	308	308	308	308	308	308	308	3,700 11.8% 15,812 46.97
Resort Fee	179	239	294	295	305	302	310	309	298	305	284	304	3,423 10.9% 14,630 43.46
TOTAL	1,330	1,509	2,198	2,683	2,964	2,880	2,715	2,657	3,137	3,136	2,651	3,498	31,357 100.0% 134,005 398.03
DEPARTMENTAL EXPENSES													
Rooms	424	455	530	531	545	541	552	550	535	545	516	544	6,267 25.9% 26,783 79.55
Rooms - Reservations	2	7	11	15	16	16	15	14	18	18	14	20	165 0.7% 706 2.10
Rooms - TA Commissions	74	56	92	120	136	131	121	118	147	146	119	167	1,428 5.9% 6,104 18.13
Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
Other Operating Departments	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
Rent and Other	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
Space Rental	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
TOTAL	500	517	634	666	698	688	688	682	699	709	650	731	7,861 25.1% 33,593 99.78
GROSS OPERATING INCOME													
	830	992	1,564	2,018	2,266	2,191	2,027	1,975	2,438	2,428	2,002	2,766	23,496 74.9% 100,411 298.25
UNDIST. OPER. EXPENSES													
Administrative & General	137	165	165	165	165	165	165	165	165	165	165	165	1,949 6.2% 8,331 24.75
A&G - CC Commissions	53	30	47	59	66	64	60	59	71	71	59	80	719 2.3% 3,074 9.13
Info. & Telecom.	20	27	27	27	27	27	27	27	27	27	27	27	317 1.0% 1,357 4.03
Marketing	54	137	137	137	137	137	137	137	137	137	137	137	1,564 5.0% 6,682 19.85
Marketing Fee (Adj Gross Rev)	19	24	38	47	53	51	48	47	57	57	47	64	552 1.8% 2,358 7.00
Maintenance	77	115	115	115	115	115	115	115	115	115	115	115	1,344 4.3% 5,745 17.07
Utilities	58	74	91	91	94	93	96	95	92	94	88	94	1,058 3.4% 4,522 13.43
Franchise Royalty Fee	38	48	76	95	106	103	96	94	113	113	94	128	1,103 3.5% 4,716 14.01
TOTAL	456	620	696	737	764	756	745	739	777	779	731	809	8,607 27.4% 36,784 109.26
GROSS OPERATING PROFIT													
Margin	374	372	869	1,281	1,502	1,435	1,282	1,236	1,661	1,649	1,270	1,957	14,889 47.5% 63,628 188.99
FIXED EXPENSES													
Management Fee	44	36	57	71	80	77	72	70	85	85	70	96	843 2.7% 3,602 10.70
FF&E Reserve	-	-	-	-	-	-	-	-	-	-	-	-	- 0.0% 0 0.00
Real Estate Taxes	114	118	118	118	118	118	118	118	118	118	118	118	1,412 4.5% 6,035 17.93
Insurance	36	43	43	43	43	43	43	43	43	43	43	43	511 1.6% 2,184 6.49
IMC Resort Fee Payment	71	95	118	118	122	121	124	123	119	122	114	122	1,369 4.4% 5,852 17.38
Other	6	-	-	-	-	-	-	-	-	-	-	-	6 0.0% 26 0.08
TOTAL	272	293	336	350	363	359	358	355	365	368	345	379	4,142 13.2% 17,699 52.57
NET OPERATING INCOME													
	103	79	533	930	1,139	1,076	925	881	1,296	1,281	925	1,578	10,747 34.3% 45,928 136.42
EBITDA													
	103	79	533	930	1,139	1,076	925	881	1,296	1,281	925	1,578	10,747 34.3% 45,928 136.42

(1) Monthly proforma estimates of revenues and expenses are preliminary and do not represent the Annual Plan, which shall be submitted and approved in accordance with Article 10 of the Hotel Management Agreement. Costs associated with management transition and the unionization of associates are excluded from this analysis.

(2) January 2024 Financials provided excludes Space Rental Income. \$308k Space Rental Income normalization reflected above is based on a \$3.7mm annualized straight-line rent guidance from Ownership.

EXHIBIT “3”

Actual/Forecast
Summary Operating
Year-2019
Currency-Local

	Actual	Actual	Actual	Forecast	Forecast	Forecast	Budget	Budget	Budget	Budget	Budget	2019	2019	2018	2018	Previous	Previous		
	January	February	March	April	May	June	July	August	September	October	November	December	Projected	Budget	Variance	Actual	Variance	Forecast	Variance
Occupied Rooms	3,870	3,939	4,450	4,359	4,580	4,584	4,597	4,675	4,560	4,902	4,403	4,694	53,613	55,238	(1,625)	51,622	1,991	48,919	4,694
Available Rooms	5,208	4,704	5,208	5,040	5,208	5,040	5,208	5,208	5,040	5,208	5,208	61,320	61,320	0	61,320	0	56,112	5,208	
Occupancy	74.3%	83.7%	85.4%	86.5%	87.9%	91.0%	88.3%	89.8%	90.5%	94.1%	87.4%	90.1%	87.4%	90.1%	(2.7)	84.2%	3.2%	87.2%	0.3%
ADR	178.78	178.68	215.68	269.85	277.79	261.04	218.67	213.41	316.73	316.86	270.67	355.86	258.58	285.68	(27.09)	268.88	(10.30)	249.25	9.33
Rooms REVPAR	132.85	149.62	184.29	233.39	244.29	237.43	193.02	191.57	286.57	298.24	236.46	320.74	226.08	257.34	(31.26)	226.36	(0.28)	217.30	8.79
Total REVPAR	209.76	237.61	269.74	316.73	332.83	316.55	259.56	255.65	356.36	397.17	341.70	452.77	312.59	345.38	(32.79)	309.61	2.98	299.58	13.01
OPERATING REVENUE																			
Rooms	691,896	703,810	959,789	1,176,267	1,272,286	1,196,628	1,005,232	997,705	1,444,297	1,553,238	1,191,739	1,670,396	13,863,281	15,780,144	(1,916,863)	13,880,181	(16,900)	12,192,885	1,670,396
Food & Beverage	318,316	328,756	345,336	313,049	335,293	281,788	247,112	214,237	248,654	397,863	424,158	559,553	4,014,113	4,191,672	(177,558)	3,916,759	97,355	3,454,561	559,553
Other Operating Departments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Income	82,222	85,156	99,673	107,008	125,823	116,981	99,445	119,491	103,118	117,366	106,286	128,081	1,290,650	1,206,721	83,929	1,188,284	102,367	1,162,569	128,081
Total Operating Revenue	1,092,434	1,117,721	1,404,797	1,596,324	1,733,402	1,595,396	1,351,788	1,331,434	1,796,069	2,068,466	1,722,183	2,358,030	19,168,045	21,178,537	(2,010,492)	18,985,224	182,821	16,810,015	2,358,030
DEPARTMENTAL EXPENSES																			
Rooms	649,705	601,077	631,474	634,422	646,902	600,472	675,894	654,562	695,910	718,418	675,420	705,962	7,890,220	7,546,378	343,841	7,932,315	(42,096)	7,184,257	705,962
Food & Beverage	423,579	394,501	396,612	401,107	412,613	342,177	389,365	371,246	380,807	448,670	465,606	526,891	4,953,175	5,080,313	(127,138)	4,755,042	198,133	4,426,284	526,891
Total Departmental Expenses	1,073,285	995,578	1,028,086	1,035,529	1,059,515	942,649	1,065,259	1,025,808	1,076,718	1,167,088	1,141,026	1,232,853	12,843,395	12,626,691	216,703	12,687,357	156,037	11,610,541	1,232,853
Total Departmental Profit	19,149	122,143	376,711	560,795	673,887	652,747	286,529	305,626	719,351	901,378	581,157	1,125,177	6,324,650	8,551,846	(2,227,195)	6,297,866	26,784	5,199,474	1,125,177
UNDISTRIBUTED OPERATING EXPENSES																			
Administrative and General	87,342	77,479	86,381	99,390	113,524	104,926	95,745	99,943	98,832	109,271	85,745	81,289	1,139,867	1,269,409	(129,542)	1,139,986	(119)	1,058,578	81,289
Information & Telecommunication System	38,372	31,409	35,270	34,592	32,923	35,009	34,955	36,326	34,886	34,573	31,039	1,162	380,516	435,671	(55,155)	407,176	(26,660)	379,354	1,162
Sales and Marketing	107,038	108,072	124,323	106,905	111,186	127,224	104,493	106,556	106,873	103,744	95,322	22,905	1,224,640	1,397,689	(173,049)	1,169,337	55,303	1,201,735	22,905
Property Operations and Maint.	108,564	101,713	120,364	109,984	114,225	108,395	111,182	110,145	117,003	122,524	115,965	117,402	1,357,467	1,229,863	127,604	1,301,331	56,136	1,240,065	117,402
Utilities	44,666	34,634	36,875	45,156	35,326	48,436	48,035	54,921	43,370	39,975	45,320	30,699	527,415	601,542	(74,128)	558,826	(28,411)	476,716	50,699
Total Undistributed Expenses	385,982	353,306	403,213	396,027	407,185	423,991	394,410	407,891	400,965	410,087	373,392	273,456	4,629,904	4,934,173	(304,269)	4,573,655	56,249	4,356,448	273,456
Gross Operating Profit	(366,833)	(231,163)	(26,502)	164,768	266,702	228,756	(107,880)	(102,265)	318,386	491,291	207,766	851,721	1,694,746	3,617,672	(1,922,926)	1,724,211	(29,465)	843,025	851,721
Management Fees	32,631	33,334	42,197	47,890	51,752	47,559	40,421	40,052	53,603	61,703	51,167	69,387	571,896	635,356	(63,460)	567,068	4,828	502,309	69,587
Income Before Non Operating Income & Expenses	(399,464)	(264,497)	(68,698)	116,878	214,950	181,198	(148,301)	(142,317)	264,783	429,588	156,599	782,134	1,122,850	2,982,316	(1,859,466)	1,157,143	(34,293)	340,716	782,134
NON-OPERATING INCOME & EXPENSES																			
Rent	165,301	165,301	165,301	165,301	165,301	165,301	165,301	165,301	312,248	186,576	176,680	4,958	2,002,866	1,983,606	19,260	1,983,825	19,041	1,997,908	4,958
Insurance	7,161	7,161	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	6,206	87,305	88,902	(1,597)	84,203	3,102	81,099	6,206
Other	10,000	52,665	73,504	4,176	0	0	2,000	0	3,659	1,024,228	475,864	2,265	1,648,360	99,000	1,549,360	263,979	1,384,381	1,646,095	2,265
Total Non Operating Income & Expenses	182,461	225,126	246,224	176,896	172,720	172,720	174,720	172,720	323,326	2,128,224	659,964	13,429	3,738,531	2,171,508	1,567,023	2,332,007	1,406,524	3,725,102	13,429
EBITDA before FF&E Reserve	(581,926)	(489,623)	(314,922)	(60,018)	42,230	8,478	(323,022)	(315,037)	(58,544)	(788,636)	(503,365)	768,705	(2,615,681)	810,808	(3,426,489)	(1,174,864)	(1,440,817)	(3,384,386)	768,705
FF&E Reserve	45,375	44,709	56,192	63,853	69,336	63,816	54,072	53,403	71,843	82,739	68,887	94,378	768,602	847,141	(78,540)	759,416	9,185	674,223	94,378
EBITDA after FF&E Reserve	(627,300)	(534,332)	(371,114)	(123,871)	(27,106)	(55,338)	(377,093)	(368,440)	(130,387)	(871,374)	(572,252)	674,327	(3,384,282)	(36,333)	(3,347,949)	(1,934,280)	(1,450,002)	(4,058,609)	674,327
Income Before Taxes	(581,926)	(489,623)	(314,922)	(60,018)	42,230	8,478	(323,022)	(315,037)	(58,544)	(788,636)	(503,365)	768,705	(2,615,681)	810,808	(3,426,489)	(1,174,864)	(1,440,817)	(3,384,386)	768,705
Net Income	(581,926)	(489,623)	(314,922)	(60,018)	42,230	8,478	(323,022)	(315,037)	(58,544)	(788,636)	(503,365)	768,705	(2,615,681)	810,808	(3,426,489)	(1,174,864)	(1,440,817)	(3,384,386)	768,705

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Actual/Forecast
Rooms
2019
Currency - Local

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	Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance	
REVENUE																				
Transient Room Revenue																				
Retail	\$405,055	\$447,066	\$583,709	\$741,795	\$878,806	\$787,516	\$659,213	\$743,133	\$797,831	\$1,049,174	\$846,149	\$1,171,781	\$9,111,227	\$10,058,826	(\$947,599)	\$9,463,920	(\$352,694)	\$7,939,446		
Negotiated	101,009	139,392	210,920	273,961	283,220	277,738	198,214	171,310	336,204	308,989	202,015	235,590	2,738,561	3,851,387	(1,112,826)	2,665,353	73,208	2,302,971		
Wholesale	47,924	38,626	66,340	69,722	59,607	39,980	30,374	31,761	56,967	73,509	62,835	146,274	723,920	692,935	30,985	665,204	58,716	577,646		
Discount	1,752	814	127	1,703	3,732	4,414	10,519	5,551	5,195	3,304	2,743	4,435	44,288	121,050	(76,762)	174,819	(130,531)	39,853		
Total Transient Room Revenue	555,740	625,897	861,096	1,087,181	1,225,365	1,109,648	898,320	951,755	1,196,196	1,434,976	1,113,742	1,558,080	12,617,996	14,724,198	(2,106,202)	12,969,296	(351,300)	11,059,916	1,558,080	
Group Room Revenue																				
Group Other	0	0	4,394	0	0	0	0	0	0	0	0	0	4,394	0	4,394	13,797	(9,403)	4,394	0	
Group Association/Trade Show	716	0	0	0	0	23,210	21,780	0	0	2,959	1,236	0	49,901	49,901	68,805	(18,904)	49,901	0		
Group SMERF	7,228	1,176	17,767	3,519	8,830	0	24,598	12,686	10,664	23,770	11,459	18,309	159,025	(21,019)	83,175	54,831	121,697	16,309		
Group Government	0	0	0	0	0	0	0	0	0	170,467	2,037	0	172,504	0	172,504	21,207	151,297	172,504	0	
Group Corporate	118,876	69,932	65,175	77,707	23,705	48,788	43,249	12,488	48,385	68,629	48,000	63,965	688,899	817,240	(128,341)	619,295	69,604	624,934		
Tours & Wholesale	0	0	0	0	0	0	0	0	0	0	0	0	8,784	0	8,784	0	8,784	0	8,784	
Total Group Room Revenue	126,820	71,108	57,316	81,226	32,515	71,998	89,627	25,174	229,516	97,395	60,605	89,058	1,062,487	976,265	86,222	806,279	256,208	974,429	89,658	
Other Room Revenue	9,336	6,804	11,356	7,859	15,398	15,945	18,334	21,657	19,878	21,427	18,341	24,572	191,307	94,462	96,845	106,031	85,276	166,735	24,572	
Less Allowances	0	0	0	0	0	(1,011)	(963)	(1,449)	(881)	(1,295)	(560)	(1,038)	(1,313)	(8,509)	(14,781)	6,272	(1,425)	(7,084)	(7,196)	(1,313)
Total Room Revenue	691,896	703,810	959,789	1,176,267	1,272,286	1,196,628	1,005,232	997,705	1,444,297	1,553,238	1,191,739	1,670,396	13,863,281	15,780,144	(1,916,863)	13,880,181	(16,900)	12,192,885	1,670,396	
EXPENSES																				
LABOR COSTS & RELATED EXPENSES																				
Salaries, Wages, Service Charges, Contracted Labor and Bonuses																				
Salaries and Wages																				
Management Non-Management	19,460	23,198	30,892	27,186	30,574	30,805	31,509	32,021	31,173	31,213	27,351	27,958	343,339	463,271	(119,932)	300,346	39,993	315,381	27,958	
Front Office	17,003	16,244	19,071	17,372	17,490	17,769	17,547	18,706	19,378	21,645	18,441	20,050	220,716	282,568	(61,853)	227,972	(7,256)	200,666	20,050	
Guest Services	35,630	28,136	29,485	31,132	34,316	30,611	31,211	35,096	33,520	38,058	32,707	28,169	387,982	426,847	(38,865)	407,772	(12,790)	359,813	28,169	
Housekeeping	215,616	209,120	216,393	222,927	229,379	230,116	246,424	240,778	242,279	253,801	227,226	252,492	279,550	2,241,675	554,675	2,733,145	63,406	2,544,059	252,492	
Sub-Total: Salaries and Wages	287,709	276,698	295,840	308,617	311,760	309,300	326,601	326,349	344,718	305,725	328,669	374,588	3,414,562	334,026	3,665,235	83,353	3,419,919	328,669		
Service Charge Distribution	0	0	(10)	0	0	(220)	0	0	(217)	311	0	(136)	0	(136)	3,451	(3,588)	(136)	0		
Contracted, Leased and Outsource	1,817	1,989	1,634	1,978	2,000	0	0	0	0	0	0	9,417	0	9,417	3,600	5,757	9,417	0		
Bonuses and Incentives	3,877	3,652	3,962	4,071	4,442	3,591	4,988	4,610	3,590	6,050	1,094	(11,684)	31,942	42,131	(10,190)	16,893	15,049	43,625	(11,684)	
Total Salaries, Wages, Service Charges, Contr.	293,402	282,339	301,426	314,667	317,901	312,891	331,369	331,211	329,939	350,550	307,129	316,985	3,789,810	3,456,693	333,117	3,689,239	100,571	3,472,825	316,985	
Payroll-Related Expenses																				
Payroll-Taxes	41,290	36,710	37,785	28,367	30,444	23,756	30,725	29,643	29,425	31,024	33,136	35,463	387,770	355,961	31,809	372,836	14,934	352,307	35,463	
Supplemental Pay	76,107	58,980	52,497	50,753	48,099	24,047	56,566	44,704	50,610	58,817	56,123	60,160	683,434	613,700	69,735	654,986	28,448	577,275	106,160	
Employee Benefits	125,944	117,925	123,815	110,421	116,289	109,951	129,287	117,039	128,960	130,914	143,322	123,352	147,219	1,350,745	127,474	1,504,696	(26,478)	1,354,867	123,352	
Total Payroll-Related Expenses	243,342	213,616	214,097	189,541	194,803	157,754	216,578	191,387	209,995	220,755	232,581	264,975	2,549,423	2,320,405	229,018	2,332,518	16,905	2,284,448	264,975	
Total Labor Costs and Related Expenses	536,745	495,955	515,524	504,207	512,704	470,645	547,947	522,598	539,934	571,305	539,710	581,960	6,339,233	5,777,999	562,134	6,221,757	117,476	5,757,273	581,960	
Other Expenses																				
Complimentary Services and Gifts	4,760	4,210	4,248	4,436	5,500	4,779	4,705	5,610	4,568	6,298	4,029	5,381	56,424	65,181	(8,757)	61,294	(4,870)	51,043	5,381	
Complimentary Food and Beverage	1,829	3,278	3,676	2,599	3,104	3,094	3,577	3,973	7,103	2,520	2,691	40,347	24,857	15,490	22,807	17,540	37,445	2,902		
Contract Services	1,925	1,903	1,914	1,914	1,914	2,077	2,077	2,077	2,077	2,077	2,077	2,077	23,948	23,138	810	22,637	1,311	21,871	2,077	
Cleaning Supplies	952	1,266	1,184	1,284	1,102	1,383	1,623	890	1,247	1,834	1,428	1,543	15,735	19,886	(4,150)	18,814	(3,078)	14,193	1,543	
Complimentary In-Room/Media Entertainment	3,476	3,469	3,942	3,704	3,703	3,701	3,603	3,870	3,701	3,701	3,701	44,267	42,972	1,295	42,328	1,940	40,567	3,701		
Decorations	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	2,010	2,010	2,010	28,867	30,402	(1,536)	27,247	1,620	26,907	1,960	
Laundry and Dry Cleaning	20,837	17,414	17,694	18,575	21,459	19,244	22,022	21,459	19,244	14,861	14,536	12,975	217,064	187,348	29,216	212,600	12,975	204,000	12,975	
Linen	4,255	3,986	4,255	4,016	4,665	4,413	6,168	8,007	4,256	4,859	5,524	5,524	51,171	61,411	41,441	47,660	14,122	52,388	5,123	
Operating Supplies	3,428	2,271	3,419	2,482	3,031	4,732	4,352	4,116	2,454	3,218	3,997	4,614	49,714	46,100	47,656	(4,042)	40,248	3,366		
Putting and Stationery	170	420	175	894	98	515	534	527	461	545	930	530	7,007	5,799	6,076	(277)	5,458	3,42	5,269	
Uniform Laundry	1,405	1,195	1,490	1,397	1,640	1,391	1,410	1,134	1,298	2,462	1,108	872	16,802	20,055	(3,749)	18,842	(2,040)	15,929	872	
Guest Relocation #1	0	0	0	0	0	683	0	0	180	(180)	176	0	859	0	9,107	(8,249)	89	0		
Guest Supplies	4,730	4,351	4,904	8,004	9,102	7,591	8,295	5,729	6,049	11,535	4,849	7,913	83,051	106,057	(23,006)	76,851	6,200	75,138	7,913	

***Actual/Forecast
Food and Beverage
2019
Currency - Local***

	<i>Actual January</i>	<i>Actual February</i>	<i>Actual March</i>
<i>REVENUE</i>			
<i>Food Revenue</i>			
Venue Food Revenue	80,611	79,459	86,149
Banquet/Conference/Catering Food Revenue	11,738	10,878	3,942
Mini Bar Food Revenue	12,746	13,095	15,977
Total Food Revenue	105,095	103,432	106,068
<i>Beverage Revenue</i>			
Venue Beverage Revenue	186,426	183,208	216,895
Banquet/Catering Beverage. Revenue	11,890	22,097	10,550
Mini Bar Beverage Revenue	7,907	9,348	9,362
Total Beverage Revenue	206,223	214,653	236,807
Less : Allowances	0	0	(16)
Total Food & Beverage Revenue	311,317	318,085	342,859
<i>Other Revenue</i>			
Audiovisual	0	0	0
Function Room Rental \$ Setup Charges	0	0	0
Surcharges & Service Charges	5,434	7,577	672
Miscellaneous Other Revenue	1,564	3,094	1,805
Total Other Revenue	6,998	10,671	2,477
Total Revenue	318,316	328,756	345,336
<i>Cost of Sales & Other Revenue</i>			
<i>Cost of Food & Beverage Sales</i>			
Cost of Food Sales	27,647	26,246	30,397
Cost of Beverage Sales	37,177	38,752	41,943
Total Cost of Food & Beverage Sales	64,824	64,998	72,341

Cost of Other Revenue

Audiovisual Cost	0	0	0
Miscellaneous Cost	429	426	402
Total Cost of Other Revenue	429	426	402
Total Cost of Sales & Other Revenues	65,253	65,424	72,742
Gross Profit	253,063	263,332	272,594

EXPENSES**LABOR COSTS & RELATED EXPENSES****Salaries, Wages, Service Charges, Contracted Labor & Bonuses****Salaries & Wages****Management**

Service	11,128	15,009	15,872
Kitchen	0	0	0
Non Management			
Kitchen	63,945	59,920	63,982
Venues	72,306	71,262	78,237
In-Room	9,597	7,101	9,515
Sub-Total: Salaries and Wages	156,975	153,293	167,606

Service Charge Distribution	4,726	6,588	0
Bonuses & Incentives	2,739	2,739	2,739
Total Salaries, Wages, Service Charges, Contracted Labor & Bonuses	164,439	162,620	170,345

Payroll-Related Expenses

Payroll Taxes	27,953	25,940	20,695
Supplemental Pay	45,900	30,047	22,864
Employee Benefits	104,988	97,330	95,805
Total Payroll-Related Expenses	178,840	153,316	139,364

Total Labor Costs and Related Expenses	343,279	315,937	309,709
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Other Expenses

Complimentary Services and Gifts	516	539	912
Complimentary Food and Beverage	0	0	0
Contract Services	1,731	1,815	1,924
Ice	1,359	1,359	2,038
Banquet Expense	0	210	0
Cleaning Supplies	436	372	531
Decorations	0	0	0
Laundry and Dry Cleaning	3,395	2,629	3,140
Licenses and Permits	920	279	340
Operating Supplies	1,157	951	531

Uniform Laundry	150	150	150
China	0	103	0
Flatware	0	115	19
Glassware	230	405	409
Dishwashing Supplies	75	306	0
Kitchen Fuel	0	0	0
Menus and Beverage Lists	295	65	456
Paper and Plastics	1,584	644	911
Utensils #1	0	0	0
Music and Entertainment	3,200	3,200	2,800
Commissions	0	0	0
Uniform Costs	0	0	0
Total Other Expenses	15,047	13,141	14,161
Total Expenses	358,326	329,077	323,870
DEPARTMENTAL PROFIT	(105,263)	(65,745)	(51,276)

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<i>Forecast</i> April	<i>Forecast</i> May	<i>Forecast</i> June	<i>Budget</i> July	<i>Budget</i> August	<i>Budget</i> September
72,752	78,763	65,723	63,975	56,047	59,808
20,439	21,762	22,145	11,032	1,726	10,652
13,249	13,983	13,505	13,116	15,589	15,751
106,440	114,508	101,373	88,123	73,363	86,211
178,856	179,766	136,220	133,828	129,744	141,712
14,886	22,310	24,645	9,879	997	9,879
8,274	5,842	8,224	7,516	8,584	8,204
202,015	207,917	169,089	151,223	139,325	159,795
0	0	0	0	0	0
308,455	322,426	270,462	239,346	212,688	246,006
400	400	0	650	0	0
0	0	0	0	0	200
750	10,136	8,755	4,182	82	86
3,444	2,331	2,571	2,934	1,468	2,362
4,594	12,867	11,326	7,766	1,550	2,648
313,049	335,293	281,788	247,112	214,237	248,654
31,076	30,719	26,731	30,745	27,035	27,858
45,985	34,146	29,130	28,803	23,669	29,596
77,061	64,865	55,862	59,548	50,705	57,453

0	0	0	0	0	0
198	650	336	864	106	860
198	650	336	864	106	860
77,259	65,515	56,198	60,412	50,810	58,313
235,791	269,777	225,590	186,699	163,427	190,341

16,851	17,883	17,593	15,785	14,372	15,794
0	0	0	0	0	0
68,255	69,560	57,293	67,792	65,803	64,492
80,761	75,669	67,645	69,293	66,550	72,291
9,753	10,672	9,622	8,867	10,529	10,276
175,619	173,784	152,153	161,738	157,255	162,853
750	8,325	7,617	4,417	0	0
2,739	2,739	2,739	2,739	2,739	2,739
179,108	184,847	162,509	168,894	159,994	165,592

21,035	19,521	16,511	21,435	18,733	19,413
22,437	37,581	18,982	33,247	31,776	26,419
85,407	89,928	75,181	84,132	98,103	93,127
128,878	147,031	110,674	138,814	148,612	138,958
307,987	331,878	273,184	307,709	308,606	304,550

325	638	223	475	458	226
0	0	0	0	0	0
1,699	1,878	1,777	1,428	1,462	2,148
1,359	1,698	1,019	1,019	1,359	4,856
0	0	99	0	0	0
721	0	(212)	375	363	463
214	0	0	0	0	0
3,342	2,699	2,758	2,541	2,600	2,671
732	1,428	340	9,871	340	651
1,304	713	2,016	764	776	712

150	150	150	150	0	150
0	299	100	100	0	404
125	174	0	71	12	72
201	617	0	0	0	1,114
263	265	126	132	170	245
0	0	0	0	0	0
141	40	71	144	0	81
1,205	1,020	1,129	967	1,316	953
82	0	0	0	0	0
3,600	3,600	3,200	3,200	3,600	3,200
0	0	0	0	0	0
400	0	0	8	(626)	0
15,862	15,220	12,795	21,244	11,830	17,944
323,848	347,098	285,979	328,953	320,436	322,495
(88,058)	(77,320)	(60,389)	(142,253)	(157,009)	(132,154)
=====	=====	=====	=====	=====	=====

<i>Budget October</i>	<i>Budget November</i>	<i>Budget December</i>	<i>2019 Projected</i>	<i>2019 Budget</i>	<i>Variance</i>
78,979	64,425	59,027	845,718	956,914	(111,196)
33,981	33,952	103,939	286,186	260,160	26,026
18,620	17,152	18,802	181,585	176,753	4,832
131,581	115,529	181,767	1,313,490	1,393,827	(80,337)
210,617	209,215	201,160	2,107,645	2,114,901	(7,256)
24,473	61,125	110,847	323,579	392,850	(69,271)
10,443	10,461	9,837	104,001	103,121	881
245,533	280,801	321,845	2,535,226	2,610,872	(75,646)
0	0	0	(16)	0	(16)
377,114	396,330	503,612	3,848,699	4,004,699	(156,000)
900	0	0	2,350	3,600	(1,250)
2,300	77	1,750	4,327	5,537	(1,210)
13,500	22,887	49,401	123,461	150,192	(26,731)
4,049	4,864	4,790	35,277	27,644	7,633
20,749	27,828	55,941	165,414	186,973	(21,559)
397,863	424,158	559,553	4,014,113	4,191,672	(177,558)
34,279	30,848	33,805	357,385	383,302	(25,917)
43,578	50,307	50,946	454,034	469,957	(15,923)
77,857	81,154	84,751	811,419	853,259	(41,840)

0	0	0	0	0	0
96	611	1,428	6,404	8,293	(1,889)
96	611	1,428	6,404	8,293	(1,889)
77,953	81,765	86,179	817,823	861,552	(43,729)
319,910	342,392	473,374	3,196,290	3,330,119	(133,829)

17,574	18,246	16,998	193,105	203,933	(10,828)
0	0	0	0	67,709	(67,709)
72,727	68,380	74,241	796,389	779,176	17,213
88,008	81,009	78,862	901,894	885,640	16,253
10,566	9,854	9,305	115,657	118,562	(2,905)
188,875	177,489	179,406	2,007,045	2,055,021	(47,976)
11,691	19,015	43,150	106,278	130,602	(24,324)
2,754	12	(10,408)	17,009	32,865	(15,856)
203,320	196,516	212,148	2,130,332	2,218,487	(88,155)

22,549	20,468	30,368	264,620	267,256	(2,635)
29,868	33,607	84,762	417,491	379,823	37,668
99,747	119,214	94,121	1,137,082	1,158,351	(21,269)
152,164	173,289	209,251	1,819,193	1,805,429	13,763
355,484	369,804	421,399	3,949,525	4,023,917	(74,392)

376	282	722	5,692	4,649	1,043
0	0	0	0	0	0
1,305	887	1,831	19,884	21,894	(2,011)
3,183	1,894	1,698	22,841	21,973	868
0	99	835	1,244	0	1,244
321	417	741	4,529	6,049	(1,520)
370	0	0	584	2,924	(2,340)
3,419	2,985	4,122	36,302	40,129	(3,827)
340	340	356	15,933	7,333	8,600
(1,129)	1,045	1,141	9,981	10,496	(515)

150	150	150	1,650	1,800	(150)
219	36	0	1,260	1,021	239
174	0	0	761	1,245	(484)
(17)	999	1,942	5,899	6,189	(290)
185	378	513	2,657	3,167	(510)
0	0	0	0	827	(827)
531	71	71	1,965	1,282	683
1,588	1,654	2,315	15,287	17,062	(1,775)
160	0	76	318	1,004	(686)
4,000	2,800	2,800	39,200	42,800	(3,600)
0	0	0	0	0	0
60	0	0	(159)	3,000	(3,159)
15,233	14,036	19,313	185,827	194,844	(9,017)
370,717	383,841	440,712	4,135,352	4,218,761	(83,409)
(50,807)	(41,449)	32,662	(939,062)	(888,642)	(50,420)
=====	=====	=====	=====	=====	=====

<i>2018 Actual</i>	<i>Variance</i>	<i>Previous Forecast</i>	<i>Variance</i>
924,092	(78,373)	1,632,410	(786,692)
242,458	43,728	468,433	(182,247)
168,969	12,616	344,369	(162,783)
1,335,518	(22,029)	2,445,212	(1,131,722)
2,088,524	19,121	4,014,131	(1,906,485)
253,042	70,536	536,310	(212,731)
97,568	6,433	198,166	(94,164)
2,439,135	96,091	4,748,607	(2,213,381)
(4,334)	4,318	(32)	16
3,770,319	78,380	7,193,787	(3,345,087)
4,374	(2,024)	4,700	(2,350)
5,537	(1,210)	6,903	(2,577)
105,344	18,117	197,522	(74,060)
31,184	4,093	65,763	(30,486)
146,439	18,975	274,888	(109,473)
3,916,759	97,355	7,468,674	(3,454,561)
354,227	3,158	680,965	(323,580)
449,484	4,551	857,122	(403,088)
803,710	7,709	1,538,087	(726,668)

218	(218)	0	0
8,885	(2,481)	11,380	(4,976)
9,103	(2,698)	11,380	(4,976)
812,813	5,010	1,549,467	(731,644)
3,103,946	92,344	5,919,207	(2,722,917)

198,537	(5,432)	369,212	(176,107)
0	0	0	0
754,665	41,724	1,518,537	(722,148)
837,291	64,603	1,724,925	(823,032)
115,769	(111)	222,009	(106,352)
1,906,261	100,784	3,834,684	(1,827,639)
91,976	14,303	169,407	(63,129)
14,978	2,031	44,426	(27,417)
2,013,215	117,117	4,048,517	(1,918,185)

255,782	8,838	498,872	(234,252)
370,766	46,725	750,219	(332,728)
1,136,197	885	2,180,042	(1,042,961)
1,762,745	56,448	3,429,134	(1,609,941)
3,775,960	173,565	7,477,651	(3,528,126)

4,124	1,568	10,662	(4,970)
0	0	0	0
20,916	(1,032)	37,936	(18,053)
19,627	3,215	43,984	(21,143)
803	441	1,652	(408)
5,581	(1,052)	8,317	(3,788)
2,424	(1,840)	1,168	(584)
37,295	(993)	68,481	(32,180)
6,639	9,294	31,510	(15,577)
10,834	(853)	18,820	(8,839)

0	1,650	3,150	(1,500)
861	400	2,521	(1,260)
918	(157)	1,521	(761)
6,557	(657)	9,857	(3,958)
3,019	(362)	4,801	(2,144)
81	(81)	0	0
1,034	931	3,859	(1,894)
16,818	(1,531)	28,259	(12,972)
786	(468)	560	(242)
23,600	15,600	75,600	(36,400)
207	(207)	0	0
4,148	(4,307)	(317)	159
166,269	19,558	352,341	(166,514)
3,942,229	193,123	7,829,992	(3,694,640)
(838,283)	(100,779)	(1,910,785)	971,723

Actual/Forecast Miscellaneous Income 2019 Currency - Local			08/04/21 7:24:PM																	
Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance		
Cancellation Penalties	2,608	1,722	4,494	10,005	8,143	15,120	890	4,548	9,239	3,717	413	10,953	71,853	7,849	64,004	7,755	64,098	60,900	10,953	
Miscellaneous Revenue	915	287	1,091	1,522	10,232	859	350	623	403	4,126	196	1,079	21,684	17,781	3,903	16,123	5,561	20,605	1,079	
Parking Commission	2,100	1,960	1,311	988	1,164	1,278	2,232	2,075	1,366	1,925	1,592	3,808	21,799	18,781	3,018	18,008	3,791	17,991	3,808	
Cash Discounts Earned Purchasing Rebates	0	0	681	0	0	0	0	0	0	0	0	0	681	1,760	(1,079)	2,065	(1,384)	681	0	
Outside Laundry Commission	551	1,175	891	1,276	1,107	1,134	682	1,020	560	937	1,075	735	11,142	13,257	(2,115)	11,820	(678)	10,407	735	
Resort Fees	75,373	79,317	90,020	92,400	104,460	96,860	95,263	110,373	90,583	105,842	101,955	110,546	1,152,992	1,136,246	16,746	1,121,638	31,354	1,042,446	110,546	
In Room Entertainment Commission	674	695	1,186	817	717	1,729	27	852	967	818	1,056	961	16,500	11,048	(548)	10,875	(375)	9,539	961	
TOTAL RENTALS & OTHER INCOME	82,222	85,156	99,673	107,008	125,823	116,981	99,445	119,491	103,118	117,366	106,286	128,081	1,290,650	1,206,721	83,929	1,188,284	102,367	1,162,569	128,081	

Actual/Forecast
Information Technology and Telecommunication
2019
Currency - Local

	<i>Actual</i> <i>January</i>	<i>Actual</i> <i>February</i>	<i>Actual</i> <i>March</i>	<i>Forecast</i> <i>April</i>
EXPENSES				
Cost of Services				
Cell Phones	561	539	619	566
Cost of Internet Services	2,084	2,215	2,217	2,215
Cost of Local Calls	687	530	780	(200)
Cost of Long Distance Calls	732	668	692	688
Total Cost of Services	4,065	3,953	4,308	3,269
Administrative & General Systems	(56)	1,377	872	872
Food & Beverage Systems	870	870	1,360	1,360
Information Systems - Security	7,463	718	799	799
Information Systems Costs	(697)	(10)	244	244
Other Systems	14,363	14,363	14,363	14,363
Rooms Systems	2,986	2,349	3,413	3,413
Sales & Marketing Systems	2,504	1,931	2,968	2,968
Telecommunications	365	572	262	624
Total System Expenses	27,798	22,170	24,281	24,643
Other Expenses				
Cluster Services	1,654	1,654	1,654	1,654
Contract Services (P)	3,595	3,632	3,766	3,766
Corporate Office Reimbursable	1,260	0	1,260	1,260
Training (P)	0	0	0	0
Other Equipment	0	0	0	0
Total Other Expenses	6,509	5,286	6,680	6,680
TOTAL EXPENSES	38,372	31,409	35,270	34,592

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<i>Forecast</i> <i>May</i>	<i>Forecast</i> <i>June</i>	<i>Budget</i> <i>July</i>	<i>Budget</i> <i>August</i>	<i>Budget</i> <i>September</i>	<i>Budget</i> <i>October</i>
538	661	641	488	429	413
2,215	2,215	2,313	2,117	2,084	2,088
(1,877)	0	0	0	0	0
708	794	656	697	817	727
1,584	3,670	3,610	3,302	3,330	3,229
872	872	872	872	872	872
1,360	1,360	1,360	1,360	1,360	1,360
799	799	799	799	799	799
243	244	244	244	244	244
14,794	14,794	14,794	16,474	14,794	14,794
3,413	3,413	3,413	3,413	3,413	3,413
2,968	2,968	2,972	2,972	2,983	2,972
210	210	210	210	210	210
24,659	24,659	24,665	26,344	24,675	24,664
1,654	1,654	1,654	1,654	654	1,654
3,766	3,766	3,766	3,766	3,766	3,766
1,260	1,260	1,260	1,260	2,460	1,260
0	0	0	0	0	0
0	0	0	0	0	0
6,680	6,680	6,680	6,680	6,880	6,680
32,923	35,009	34,955	36,326	34,886	34,573

<i>Budget November</i>	<i>Budget December</i>	<i>2019 Projected</i>	<i>2019 Budget</i>	<i>Variance</i>	<i>2018 Actual</i>
341	384	6,180	7,200	(1,020)	6,080
2,098	2,088	25,952	25,778	174	26,228
0	0	(80)	9,986	(10,066)	9,360
700	731	8,611	9,000	(389)	8,400
3,139	3,203	40,662	51,964	(11,302)	50,069
(445)	872	8,722	10,459	(1,737)	9,329
872	1,361	14,853	16,321	(1,468)	10,441
(98)	2,714	17,190	16,333	857	8,618
244	244	1,730	2,925	(1,194)	2,786
14,807	14,807	177,513	175,807	1,706	177,762
3,413	436	36,489	40,957	(4,468)	31,055
2,788	2,604	33,597	35,640	(2,043)	32,728
439	210	3,731	5,106	(1,375)	5,313
22,019	23,248	293,826	303,548	(9,722)	278,032
1,654	(17,007)	188	19,848	(19,661)	18,510
2,967	3,827	44,150	45,190	(1,040)	43,353
1,260	(12,110)	1,690	15,120	(13,430)	15,822
0	0	0	0	0	1,750
0	0	0	0	0	(361)
5,881	(25,289)	46,027	80,158	(34,131)	79,075
31,039	1,162	380,516	435,671	(55,155)	407,176

<i>Variance</i>	<i>Actual January</i>	<i>Actual February</i>	<i>Actual March</i>	<i>Actual April</i>	<i>Actual May</i>
100	561	539	619	566	538
(277)	2,084	2,215	2,217	2,215	2,215
(9,440)	687	530	780	(200)	(1,877)
211	732	668	692	688	708
(9,407)	4,065	3,953	4,308	3,269	1,584
(607)	(56)	1,377	872	872	872
4,412	870	870	1,360	1,360	1,360
8,571	7,463	718	799	799	799
(1,055)	(697)	(10)	244	244	243
(249)	14,363	14,363	14,363	14,363	14,794
5,434	2,986	2,349	3,413	3,413	3,413
869	2,504	1,931	2,968	2,968	2,968
(1,582)	365	572	262	624	210
15,794	27,798	22,170	24,281	24,643	24,659
(18,323)	1,654	1,654	1,654	1,654	1,654
797	3,595	3,632	3,766	3,766	3,766
(14,132)	1,260	0	1,260	1,260	1,260
(1,750)	0	0	0	0	0
361	0	0	0	0	0
(33,048)	6,509	5,286	6,680	6,680	6,680
(26,660)	38,372	31,409	35,270	34,592	32,923

<i>Actual</i> June	<i>Actual</i> July	<i>Actual</i> August	<i>Actual</i> September	<i>Actual</i> October	<i>Actual</i> November
661	641	488	429	413	341
2,215	2,313	2,117	2,084	2,088	2,098
0	0	0	0	0	0
794	656	697	817	727	700
3,670	3,610	3,302	3,330	3,229	3,139
872	872	872	872	872	(445)
1,360	1,360	1,360	1,360	1,360	872
799	799	799	799	799	(98)
244	244	244	244	244	244
14,794	14,794	16,474	14,794	14,794	14,807
3,413	3,413	3,413	3,413	3,413	3,413
2,968	2,972	2,972	2,983	2,972	2,788
210	210	210	210	210	439
24,659	24,665	26,344	24,675	24,664	22,019
1,654	1,654	1,654	654	1,654	1,654
3,766	3,766	3,766	3,766	3,766	2,967
1,260	1,260	1,260	2,460	1,260	1,260
0	0	0	0	0	0
0	0	0	0	0	0
6,680	6,680	6,680	6,880	6,680	5,881
35,009	34,955	36,326	34,886	34,573	31,039

<i>Actual December</i>	<i>Pervious Forecast</i>	<i>Variance</i>
384	11,975	(5,795)
2,088	49,815	(23,863)
0	(159)	80
731	16,491	(7,880)
3,203	78,121	(37,459)
872	16,573	(7,851)
1,361	28,345	(13,492)
2,714	31,665	(14,476)
244	3,217	(1,487)
14,807	340,219	(162,706)
436	72,541	(36,053)
2,604	64,591	(30,993)
210	7,253	(3,521)
23,248	564,404	(270,578)
(17,007)	17,382	(17,194)
3,827	84,472	(40,323)
(12,110)	15,490	(13,800)
0	0	0
0	0	0
(25,289)	117,344	(71,317)
1,162	759,870	(379,354)

Actual/Forecast Sales and Marketing 2019 Currency - Local													08/04/21 7:25 PM							
	Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance	
EXPENSES																				
Labor Costs and Related Expenses																				
Salaries, Wages, Service Charges, Contracted Labor, and Bonuses																				
Management	25,488	26,773	30,641	30,464	29,601	28,930	24,845	28,388	26,268	30,192	29,930	23,218	334,737	353,575	(18,838)	320,390	14,347	311,519	23,218	
Sub-Total: Salaries and Wages	25,488	26,773	30,641	30,464	29,601	28,930	24,845	28,388	26,268	30,192	29,930	23,218	334,737	353,575	(18,838)	320,390	14,347	311,519	23,218	
Bonuses and Incentives	12,746	12,639	12,639	12,639	12,639	12,639	12,639	12,639	12,639	12,639	12,639	0	-48,028	78,469	151,776	(73,307)	116,159	(37,690)	126,497	(48,028)
Total Salaries, Wages, and Bonuses	38,234	39,412	43,280	43,103	42,240	41,569	37,484	41,027	38,907	42,831	29,930	-24,810	413,206	505,351	(92,145)	436,549	(23,343)	438,016	(24,810)	
Payroll-Related Expenses																				
Payroll Taxes	4,813	3,261	3,488	3,936	3,788	3,996	4,034	4,253	3,760	3,579	1,874	-2,814	37,968	47,816	(9,848)	42,628	(4,660)	40,781	(2,814)	
Supplemental Pay	5,515	1,916	4,096	2,440	4,382	1,080	4,103	931	3,912	2,940	3,921	6,764	41,999	56,431	(14,432)	38,761	3,238	35,235	6,764	
Employee Benefits	8,507	8,727	7,226	9,086	8,210	7,932	8,613	11,256	8,185	7,818	10,953	6,954	103,468	104,749	(1,281)	100,246	3,222	96,514	6,954	
Total Payroll-Related Expenses	18,835	13,904	14,810	15,462	16,380	13,008	16,750	16,440	15,858	14,336	16,748	10,905	183,435	208,996	(25,561)	181,635	1,800	172,530	10,905	
Total Labor Costs and Related Expenses	57,069	53,316	58,090	58,565	58,620	54,577	54,234	57,467	54,764	57,167	46,678	-13,905	596,641	714,347	(117,706)	618,183	(21,543)	610,546	(13,905)	
Other Expenses																				
Corporate Office Reimbursable	0	398	237	237	0	237	0	235	104	369	0	0	1,819	2,886	(1,068)	3,427	(1,609)	1,819	0	
Complimentary Services and Gifts	973	452	1,229	534	565	585	1,477	278	448	576	1,774	5,968	14,860	6,000	8,860	4,460	10,399	8,891	5,968	
Complimentary Food and Beverage -Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Contract Services	963	300	888	888	888	888	888	488	888	888	888	-3,288	5,570	11,401	(5,832)	7,703	(2,134)	8,858	(3,288)	
Training	837	983	435	436	435	435	435	435	0	0	-1,765	1,271	3,935	6,334	(2,399)	6,063	(2,128)	2,664	1,271	
Conferences and Events	0	0	0	0	0	0	0	0	0	0	0	0	447	0	447	0	447	0		
Laundry and Dry Cleaning	110	110	110	110	110	110	110	110	110	110	110	110	1,320	1,320	0	1,210	0	1,210	0	
Operating Supplies	0	113	146	114	114	22	99	429	114	114	114	1,164	2,543	1,368	1,175	1,388	1,155	1,378	1,164	
Travel-Meals and Entertainment	1,061	-4	1,913	0	338	3,686	800	0	0	0	0	-1,608	6,186	14,154	(7,968)	13,859	(7,674)	7,794	(1,608)	
Travel-Other	79	4,171	2,150	55	0	0	0	0	0	0	0	-151	0	6,305	15,900	(9,595)	11,388	(5,084)	6,305	0
Uniform Laundry	0	0	0	0	0	0	0	-110	0	0	0	0	-110	0	(110)	0	(110)	-110	0	
Postage and Overnight Delivery	0	0	0	0	81	0	0	0	0	0	0	0	81	400	(319)	470	(389)	81	0	
Outside Sales Representation	5,439	4,439	7,766	7,766	7,953	7,639	7,639	10,127	7,566	7,766	7,766	8,814	90,678	93,192	(2,514)	60,486	30,192	81,863	8,814	
Promotion	406	188	304	600	150	304	304	0	305	-395	1,642	4,112	4,775	(663)	5,562	(1,451)	2,470	1,642		
Trade Shows	0	4,423	4,200	0	2,085	13,853	0	85	-104	0	1,250	25,793	46,975	(21,182)	28,733	(2,941)	24,543	1,250		
Agency Fees	250	250	794	937	564	564	564	564	1,499	1,312	9,253	1,189	17,738	3,000	14,738	1,450	16,288	16,549	1,189	
Collateral Material	185	620	325	0	325	325	0	0	0	0	0	-675	1,105	3,500	(2,395)	3,294	(2,189)	1,780	(675)	
Website	19,973	20,375	22,250	22,250	22,250	22,250	22,250	22,250	22,250	22,250	22,250	12,346	252,944	267,596	(14,653)	238,523	14,421	240,598	12,346	
Photography	0	0	794	1,621	4,165	0	0	0	0	0	0	6,580	6,730	(150)	4,596	1,984	6,580	0		
Dues and Subscriptions	6,629	2,133	2,085	2,085	2,085	2,085	2,085	3,520	2,085	2,085	2,085	-4,781	24,183	29,285	(5,102)	21,620	2,563	28,964	(4,781)	
Media	7,596	10,022	16,287	6,437	6,437	15,643	8,337	6,437	12,687	6,437	2,430	9,388	108,139	117,290	(9,151)	91,712	16,427	98,751	9,388	
Outside Services Market Research	5,468	5,782	4,321	4,271	4,021	4,021	5,271	4,021	4,271	4,021	4,285	4,021	53,775	51,236	2,539	45,098	8,677	49,753	4,021	
Total Other Expenses	49,970	54,756	66,233	48,340	52,566	72,647	50,259	49,089	52,109	46,576	48,644	36,810	627,999	683,342	(55,343)	551,154	76,845	591,189	36,810	
TOTAL EXPENSES	107,038	108,072	124,323	106,905	111,186	127,224	104,493	106,556	106,873	103,744	95,322	22,905	1,224,640	1,397,689	(173,049)	1,169,337	55,303	1,201,735	22,905	

Actual/Forecast
Property Operations
2019
Currency - Local

08/04/21
7:24:PM

	Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance
EXPENSES																			
Labor Costs and Related Expenses																			
Salaries, Wages and Bonuses																			
Management	7,237	6,538	7,241	7,004	7,237	5,701	6,910	7,237	7,008	6,910	6,677	5,607	81,310	82,227	(917)	69,792	11,518	75,703	5,607
Non-Management	42,046	41,787	46,085	50,272	51,798	48,187	49,933	46,113	54,373	53,215	52,564	47,832	584,206	492,902	91,304	573,096	11,109	536,373	47,832
Sub-Total: Salaries and Wages	49,283	48,325	53,326	57,276	59,035	53,888	56,843	53,350	61,382	60,125	59,242	53,439	665,516	575,129	90,387	642,888	22,627	61,077	53,439
Bonuses and Incentives	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	0	-6,057	9,883	19,125	(9,242)	2,000	7,883	15,940	(6,057)
Total Salaries, Wages, and Bonuses	50,877	49,919	54,920	58,870	60,629	55,482	58,437	54,944	62,976	61,719	59,242	47,382	675,399	594,254	81,145	644,888	30,510	628,017	47,382
Payroll-Related Expenses																			
Payroll Taxes	6,962	5,566	5,518	4,472	4,643	5,175	5,151	5,235	5,539	4,942	5,155	5,701	64,060	57,671	6,389	61,587	2,473	58,359	5,701
Supplemental Pay	10,566	7,794	13,924	6,904	7,420	4,399	8,002	6,318	5,393	5,785	6,007	15,735	98,245	84,725	13,521	90,281	7,965	82,510	15,735
Employee Benefits	19,354	18,513	18,827	11,861	19,124	16,824	19,692	22,059	20,191	18,475	24,625	19,894	229,440	187,697	41,743	226,490	2,950	209,546	19,894
Total Payroll-Related Expenses	36,882	31,873	38,269	23,237	31,187	26,398	32,846	33,612	31,122	29,203	35,786	41,331	391,746	330,093	61,653	378,358	13,388	359,415	41,331
Total Labor Costs and Related Expenses	87,759	81,792	93,189	82,107	91,817	81,880	91,283	88,556	94,098	90,922	95,028	88,713	1,067,144	924,347	142,797	1,023,246	43,898	978,431	88,713
Other Expenses																			
Contract Services	9,033	8,709	9,152	10,532	7,566	5,085	7,574	8,535	11,213	11,244	9,614	7,373	105,629	119,013	(13,383)	115,416	(9,787)	98,257	7,373
Training	0	0	0	0	0	0	0	0	430	0	0	0	430	430	0	430	430	0	0
Licenses and Permits	433	400	-194	433	3,620	11,680	-721	1,800	570	0	310	6,188	24,518	31,301	(6,782)	17,326	7,192	18,331	6,188
Operating Supplies	1,023	1,503	1,159	154	570	266	278	466	205	155	1,323	1,608	8,710	6,674	2,036	6,598	2,112	7,102	1,608
Uniform Laundry	100	100	100	100	100	100	100	0	100	100	100	100	1,100	1,200	(100)	1,200	1,000	1,000	100
Building Expense	662	853	996	7,599	649	836	817	1,413	793	9,097	133	3,240	26,998	23,660	3,438	23,715	3,283	23,758	3,240
Electrical and Mechanical Equipment	0	0	0	0	0	0	0	0	0	0	0	0	960	(960)	720	(720)	0	0	0
Elevators and Escalators	2,286	2,286	9,070	2,262	2,806	1,246	2,286	3,156	3,156	3,156	3,156	3,156	37,156	38,014	(858)	31,360	5,798	34,000	3,156
Engineering Supplies	417	362	477	391	480	308	423	386	365	446	350	4,781	4,675	106	4,665	116	4,451	350	
Floor Covering	0	0	-470	0	0	0	0	0	0	0	0	0	470	354	(824)	354	(825)	-470	0
Furniture and Equipment	331	229	371	0	215	270	659	345	254	308	278	268	3,527	3,330	197	3,211	316	3,260	268
Heating, Ventilation, and Air Conditioning Equipment	0	0	0	658	273	778	1,506	639	341	989	0	512	5,696	5,332	364	4,292	1,404	5,184	512
Kitchen Equipment	918	0	706	643	1,097	646	382	636	480	857	0	855	7,219	7,956	(717)	8,116	(897)	6,364	855
Life/Safety	486	487	1,556	-420	485	489	487	487	650	487	506	6,204	6,412	(208)	6,401	(196)	5,698	506	
Light Bulbs	785	1,058	789	590	893	1,124	983	1,480	572	606	1,110	322	10,311	12,717	(2,406)	12,661	(2,330)	9,990	322
Painting and Wallcovering	708	826	714	2,283	857	827	1,009	771	811	954	597	631	10,987	9,143	1,844	9,084	1,903	10,357	631
Plumbing	778	414	301	294	349	412	1,699	286	506	836	753	969	7,567	5,516	2,051	5,589	1,977	6,597	969
Waste Removal	2,843	2,693	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,612	30,346	29,380	966	27,376	2,971	27,735	2,612	
Uniform Cost	0	0	0	0	0	0	0	-388	0	0	0	0	-388	0	(388)	0	(388)	-388	0
Total Other Expenses	20,805	19,920	27,175	27,877	22,409	26,515	19,899	21,589	22,906	31,602	20,937	28,689	290,323	305,516	(15,193)	278,085	12,238	261,634	28,689
TOTAL EXPENSES	108,564	101,713	120,364	109,984	114,225	108,395	111,182	110,145	117,003	122,524	115,965	117,402	1,357,467	1,229,863	127,604	1,301,331	56,136	1,240,065	117,402

**Actual/Forecast
Utilities
2019
Currency - Local**

08/04/21
7:25:PM

	Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Pervious Forecast	Variance
UTILITIES																			
Electricity	20,558	19,133	19,960	26,874	20,281	37,240	37,535	43,123	30,404	25,688	28,031	26,115	334,941	379,135	(44,194)	346,314	(11,373)	643,767	(308,826)
Gas	1,954	2,219	1,592	1,206	459	916	938	777	737	904	841	2,523	15,066	15,603	(537)	15,233	(167)	27,610	(12,543)
Oil	14,684	8,095	8,095	9,846	6,479	0	4,702	0	3,762	4,916	7,699	15,810	84,088	106,382	(22,294)	99,152	(15,064)	152,366	(68,278)
Water/Sewer	7,470	5,187	7,229	7,229	8,108	10,280	4,860	11,021	8,468	8,468	8,750	6,251	93,319	100,423	(7,103)	95,126	(1,806)	180,388	(87,069)
TOTAL UTILITIES	44,666	34,634	36,875	45,156	35,326	48,436	48,035	54,921	43,370	39,975	45,320	50,699	527,415	601,542	(74,128)	555,826	(28,411)	1,004,131	(476,716)

Actual/Forecast Management Fees 2019 Currency - Local												08/04/21 7:26:PM							
	Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance
Management Fees																			
Management Fee - Base	32,631	33,334	42,197	47,890	51,752	47,559	40,421	40,052	53,603	61,703	51,167	69,587	571,896	635,356	(63,460)	567,068	4,828	502,309	69,587
TOTAL MANAGEMENT FEES	32,631	33,334	42,197	47,890	51,752	47,559	40,421	40,052	53,603	61,703	51,167	69,587	571,896	635,356	(63,460)	567,068	4,828	502,309	69,587

**Actual/Forecast
Non-Operating Income & Expense
2019
Currency - Local**

08/04/21
7:25:PM

	Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance	
RENT																				
Land & Buildings	165,301	165,301	165,301	165,301	165,301	165,301	165,301	165,301	312,248	186,576	176,680	4,958	2,002,866	1,983,606	19,260	1,983,606	19,260	4,000,774	(1,997,908)	
Other Property & Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	219	(219)	0	0	
TOTAL RENTAL	165,301	165,301	165,301	165,301	165,301	165,301	165,301	165,301	312,248	186,576	176,680	4,958	2,002,866	1,983,606	19,260	1,983,825	19,041	4,000,774	(1,997,908)	
INSURANCE																				
Liability	7,161	7,161	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	6,206	87,305	88,902	(1,597)	84,203	3,102	168,404	(81,099)
Total Insurance	7,161	7,161	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	7,420	6,206	87,305	88,902	(1,597)	84,203	3,102	168,404	(81,099)
OTHER																				
Other Expense	10,000	0	0	0	0	0	0	0	0	0	(10,000)	0	10,000	(10,000)	23,047	0	0	0	0	
Owner's Expense - Hotel	0	52,665	73,504	4,176	0	0	2,000	0	3,659	0	0	2,265	138,268	89,000	49,208	240,933	(102,665)	274,271	(136,003)	
Owner's Expense - Corporate	0	0	0	0	0	0	0	0	0	0	1,024,228	485,864	0	1,510,092	0	1,510,092	0	3,020,184	(1,510,092)	
Total Other	10,000	52,665	73,504	4,176	0	0	2,000	0	3,659	1,024,228	475,864	2,265	1,648,360	99,000	1,549,360	263,979	1,384,381	3,294,455	(1,646,095)	
TOTAL EXPENSES	182,461	225,126	246,224	176,896	172,720	172,720	174,720	172,720	323,326	1,218,224	659,964	13,429	3,738,531	2,171,508	1,567,023	2,332,007	1,406,524	7,463,633	(3,725,102)	

Actual/Forecast Wages and Expenses Related Budget 2019 Currency - Local										08/04/21 7:25:PM									
Actual January	Actual February	Actual March	Forecast April	Forecast May	Forecast June	Budget July	Budget August	Budget September	Budget October	Budget November	Budget December	2019 Projected	2019 Budget	Variance	2018 Actual	Variance	Previous Forecast	Variance	
Salaries & Wages																			
Rooms	287,709	276,698	295,840	308,617	311,760	309,300	326,601	326,349	344,718	305,725	328,669	3,748,588	3,414,562	334,026	3,665,235	83,353	3,419,919	328,669	
Food & Beverage	156,975	153,293	167,606	175,619	173,784	152,153	161,738	157,255	162,853	177,489	179,406	2,007,045	2,055,021	(47,976)	1,906,761	100,784	1,827,639	179,406	
Administrative & General	14,995	12,773	15,008	13,075	10,742	15,212	15,000	15,709	12,374	14,290	15,204	11,460	165,841	172,199	(6,358)	167,339	(1,498)	154,381	11,460
Sales and Marketing	25,488	26,773	30,641	30,464	29,601	28,930	24,845	28,388	26,268	30,192	29,930	23,218	334,737	353,575	(18,838)	320,390	14,347	311,519	23,218
Property Operations	49,283	48,325	53,326	57,276	59,035	53,888	56,843	53,350	61,382	60,125	59,242	53,439	665,516	575,129	90,387	642,888	22,627	612,077	53,339
House Laundry	4,906	4,431	4,862	5,315	5,517	4,590	3,174	5,525	5,064	3,038	253	0	46,675	13,787	32,888	52,362	(5,687)	46,675	0
Contracted, Leased and Outsourced	1,817	1,989	1,634	1,978	2,000	0	0	0	0	0	0	0	9,417	0	9,417	3,660	5,757	9,417	0
Service Charges	4,726	6,588	-10	750	8,325	7,617	4,197	0	0	0	11,474	19,326	43,150	106,142	130,602	(24,460)	95,427	62,992	43,150
Bonus & Commission	31,219	30,887	31,197	31,306	31,377	30,826	32,223	31,845	30,825	33,300	1,106	-115,177	200,933	369,056	(168,123)	236,345	(35,412)	316,110	(115,177)
Total Salaries and Wages	577,116	561,757	600,105	624,401	632,140	602,516	624,621	618,674	625,114	686,011	608,273	524,165	7,284,894	7,083,930	200,963	7,089,908	194,986	47,140,414	(39,855,520)
Related Expenses																			
Payroll Taxes	84,243	73,337	69,858	62,141	61,859	52,333	64,470	60,324	60,352	64,149	61,427	65,766	780,260	756,840	23,420	761,691	18,569	714,493	65,766
Personal Days	11,332	8,823	11,905	11,493	5,033	10,664	13,871	5,330	10,981	13,228	5,397	15,822	123,878	120,249	3,629	110,287	13,591	108,057	15,822
Sick	18,103	18,103	14,728	22,479	16,110	17,094	19,021	14,372	15,137	20,199	25,624	3,044	204,013	211,735	(7,722)	234,526	(30,513)	200,969	3,044
Holiday	63,902	29,454	9,000	0	29,782	882	28,542	8,006	25,415	5,528	28,211	49,096	275,854	284,832	(8,978)	288,552	(12,698)	226,758	49,096
Vacation	47,856	43,469	59,105	49,937	48,801	22,470	44,148	58,262	39,324	62,499	45,043	150,410	671,323	544,856	126,467	551,020	120,303	520,913	150,410
Contributory Savings Plan	1,149	2,804	923	1,048	882	827	959	696	719	787	791	1,055	12,732	21,128	(8,396)	13,829	(1,097)	11,678	1,055
Nonunion Insurance	6,098	6,506	8,758	16,467	9,237	8,994	10,537	11,521	9,944	10,561	11,253	10,764	120,640	109,800	10,840	84,304	36,336	109,876	10,764
Union Insurance	153,760	144,798	120,024	157,733	131,422	127,450	126,695	144,073	149,480	150,827	166,030	146,296	1,718,587	1,576,171	142,416	1,752,374	(33,787)	1,572,291	146,296
Union Pension	61,751	57,141	51,945	63,902	59,678	40,691	51,205	63,541	60,770	58,393	65,589	59,402	647,035	467,971	712,114	(18,108)	634,604	59,402	647,971
Worker's Comp Insurance	41,608	37,905	37,927	40,562	36,058	36,058	39,466	35,946	34,882	39,285	32,253	28,212	440,162	479,194	(39,032)	476,893	(36,731)	411,950	28,212
Total Payroll-Related Expenses	489,803	422,340	384,173	425,762	398,861	315,698	398,915	402,071	407,004	425,346	441,618	529,866	5,041,456	4,751,841	289,615	4,985,590	55,866	32,318,730	(27,277,274)
Total Wages & Related Expenses	1,066,919	984,097	984,278	1,050,163	1,031,001	918,214	1,023,536	1,020,745	1,032,118	1,111,357	1,049,891	1,054,031	12,326,349	11,835,772	490,578	12,075,498	250,852	79,459,143	(67,132,794)

ARTICLE IV: DIS

Section 4.1 Withdrawals. Provided no continuing, on each Payment Date during a Cash on deposit in the Cash Management Account and follows:

(a) **Disbursements from Custodial Funds** on deposit in the Custodial Funds Subaccount in the Cash Management Account to disburse funds on deposit in the Custodial Funds in accordance with Section 3.6 of the Agreement.

(b) **Disbursements from Tax and Insurance Premiums** on deposit in the Tax and Insurance Premiums Subaccount in the Cash Management Account to disburse funds on deposit in the Tax and Insurance Premiums in accordance with Section 3.6 of the Agreement.

(c) **Disbursements from the Operating Expenses** on deposit in the Operating Expenses Subaccount in the Cash Management Account to disburse funds on deposit in the Operating Expenses in accordance with Section 3.6 of the Agreement.

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payable by Borrower or Operating Lessee and on the first day of each month, and on the first day of each succeeding month, as set forth in the Approved Annual Budget if no Approved Annual Budget is in effect.

(d) **Disbursements from Agent Subaccount** on deposit in the Agent Subaccount and apply such amounts to the Agent Subaccount in accordance with the terms of the Agreement.

(e) **Disbursements from Debt Service Reserves** on deposit in the Debt Service Subaccount to Lender to pay the principal amount due on such Payment Date, with the remainder to be disbursed to Lender on the first day of the next month, and on the first day of each month thereafter, with the remainder to any interest accruing at the rate of 12% per annum on the principal amount due on such Payment Date, and any other amounts due under the Loan Document in accordance with Section 4.1).

(f) **Disbursements from the Debt Service Reserve** on deposit in the Debt Service Reserve Subaccount and apply such amounts to the Debt Service Reserve Subaccount in accordance with the terms of the Agreement.

(g) **Disbursements from the Replacement Reserves** on deposit in the Replacement Reserves Subaccount and apply such amounts to the Replacement Reserves Subaccount in accordance with the terms of the Agreement.

(h) **Disbursements from the Extraordinary Expenses** on deposit in the Extraordinary Expenses Subaccount and apply such amounts to the Extraordinary Expenses Subaccount in accordance with the terms of the Agreement.

(i) **Disbursements from Mezzanine Debt** on deposit in the Mezzanine Debt Subaccount and apply such amounts to the Mezzanine Debt Subaccount in accordance with the terms of the Mezzanine Loan Agreement, and further with the terms of the Mezzanine Loan Agreement.

Default Rate (as defined in the Mezzanine Loan) and any other amounts due under the Mezzanine Loan

(j) Disbursements from the Mezzanine Lender
Agent shall disburse funds on deposit in the Mezzanine Lender for the purposes set forth in Section 2.10.

BURSEMENTS

o Event of Default shall have occurred and be Sweep Period, Agent shall withdraw all funds in the Subaccounts and disburse such funds as

odial Funds Subaccount. Agent shall disburse ount to Operating Lessee for the payment of the Loan Agreement.

nd Insurance Escrow Subaccount. Agent shall rance Escrow Subaccount to Lender for the 1 accordance with Section 7.2 of the Loan

Operating Expense Subaccount. Agent shall use Subaccount to Operating Expenses due and

l approved by Lender in writing during the Annual Budget (or the most recently Approved available for such period).

Subaccount. Agent shall disburse funds on mounts to Agent's fees and expenses under this

Service Subaccount. Agent shall disburse funds ider to be applied first to the Monthly Payment ainder applied to Servicing Fees, and further Default Rate, late payment charges (if any) and ts (other than as otherwise provided for in this

ebt Service Reserve Subaccount. Agent shall erve Subaccount to Lender for the purposes set

placement Reserve Subaccount. Agent shall erve Subaccount to Lender for the purposes set

extraordinary Expense Subaccount. Agent shall Expense Subaccount to Operating Lessee for writing for the applicable period pursuant to a ing Lessee to Lender specifying the individual ender.

anine Debt Service Subaccount. Agent shall Service Subaccount to Mezzanine Lender to be nt Amount (as defined in the Mezzanine Loan emainder applied to Servicing Fees (as defined ith the remainder to any interest accruing at the

Agreement), late payment charges (if any) and Documents.

Mezzanine Debt Service Reserve Subaccount.
Mezzanine Debt Service Reserve Subaccount to
ction 7.4 of the Mezzanine Loan Agreement.

Sample Hotel
Intercompany Payment Schedule

2023 Impact

	Asset Management Fee	Owner's Expense - Hotel	Operating Cash	Other Adjustments
January				
February	266,236	179,068		1,371,003
March	41,585	82,121	200,000	355,000
April	39,020	107,105		
May	41,280	73,474		
June	54,747	68,783		
July	51,927	68,783		
August	42,215	68,783		
September	40,581	(288,358)		
October	51,627	25,000		
November	44,882	25,000		
December	49,898	25,000		
	723,998	434,759	200,000	1,726,003

Previously Recorded Intercompany Transactions

	Asset Management Fee:	Additional Fees	Funds for Refi	Equity Contr.
Jan-21	18,566			
Feb-21	18,566			
Mar-21	19,123			
Apr-21	19,227			
May-21	19,276			
Jun-21	21,781			
Jul-21	19,246			
Aug-21	19,123			
Sep-21	19,266			
Oct-21	19,123			
Nov-21	19,576			
Dec-21	19,123			
Jan-22	19,225			
Feb-22	19,549			
Mar-22	20,059			
Apr-22	20,096			
May-22	20,633			
Jun-22	19,983			
Jul-22	19,696			
Aug-22	20,115			

Sep-22	19,770			
Oct-22	20,718	400,000		
Nov-22	19,696		500,000	
Dec-22	20,572	339,808		
	472,108	339,808	400,000	500,000
adjusted		242,580		
credit		(97,228)		

Intercompany Impact	Payments to Owner for I/C Liabilities	PropCo I/C Reimb from Opco (Funds distributed to Opco	Intercompany Impact (Net)
1,816,307			1,816,307
678,706			678,706
146,125			146,125
114,754			114,754
123,530			123,530
120,710			120,710
110,998			110,998
(247,777)			(247,777)
76,627	(1,249,978)		(1,173,351)
69,882	(1,424,978)		(1,355,096)
74,898	(279,305)	(234,000)	(438,407)
3,084,760	(2,954,262)	(234,000)	(103,502)

		Total
PropCo Equity	PropCo	
Reimb.	Reimb.	
-	-	
-	-	
-	-	
-	-	
-	-	
-	-	
-	-	
-	(714,688)	1
(500,000)	(734,000)	
(500,000)	(734,000)	

Sample Hotel
Intercompany Payment Schedule

GL on P&L	Asset Management		
Months	Asset Management Fee - Actuals	Asset Management Fee - Accrued	Variance
Jan-21	18,566	18,566	-
Feb-21	18,566	18,566	-
Mar-21	19,123	19,123	-
Apr-21	19,227	19,227	-
May-21	19,276	19,276	-
Jun-21	21,781	21,781	-
Jul-21	19,246	19,246	-
Aug-21	19,123	19,123	-
Sep-21	19,266	19,266	-
Oct-21	19,123	19,123	-
Nov-21	19,576	19,576	-
Dec-21	19,123	19,123	-
Total 2021	231,994	231,994	-
Jan-22	19,225	19,225	-
Feb-22	19,549	19,549	-
Mar-22	20,059	20,059	-
Apr-22	20,096	20,096	-
May-22	20,633	20,633	-
Jun-22	19,983	19,983	-
Jul-22	19,696	19,696	-
Aug-22	20,115	20,115	-
Sep-22	19,770	19,770	-
Oct-22	20,718	20,718	-
Nov-22	19,696	19,696	-

	Dec-22	20,572	20,572	-
Total 2022		240,114	240,114	-
	Jan-23	25,000	20,000	5,000
	Feb-23	21,027	20,000	1,027
	Mar-23	20,871	20,000	871
	Apr-23	20,360	20,000	360
	May-23	21,340	20,000	1,340
	Jun-23	27,382	20,000	7,382
	Jul-23	20,287	20,000	287
	Aug-23	20,000	20,000	-
	Sep-23			-
	Oct-23			-
	Nov-23			-
	Dec-23			-
Total 2023		176,267	160,000	16,267
Grand Total (2021-2023 YTD)				
Total to be paid	\$	648,375	632,108	16,267

25,002	25,002	-	105,111	45,663
97,228	128,152	(30,924)	242,580	183,131
12,356	13,500	(1,144)	16,736	68,783
13,758	15,000	(1,242)	25,307	68,783
17,473	16,871	603	33,710	68,783
18,820	19,019	(199)	26,026	68,783
24,141	21,281	2,860	29,002	68,783
24,718	24,406	312	18,411	68,783
21,336	21,732	(396)	25,000	90,516
22,215	22,215	0	25,000	68,783
		-		
154,817	154,023	794	199,193	572,000
252,045	282,176	(30,130)	441,773	755,131
\$ 229,830.41			\$ 391,772.87	

Owners Expense

Variance	Other Owners Expense *Non Reimbursables (paid on behalf of Owner)	Comments
-	672	
-	2,642	
-	5,664	
-	17,995	
-	13,948	
-	6,294	
-	11,548	
-	614	
-	59,376	
-	25,738	
-	11,425	
-	14,402	
-	20,463	
-	7,116	
-	25,390	
	* \$165k related to 120 months of Billboard full term & other Misc Owner Misc. Exp - this is the net	
	138,709 against accruals	
	Ramsfield entry - Good	
	234,636 Faith + Underwriting Fee	
	AR adging invoices adj per	
	DI and othe Misc. Owner +	
0	26,686 Patricia invcs	
	Patricia Lynch + Fine Art	
	Services + United Corp	
0	38,110 Srvcs + Other misc	
	Owner Resverations + Fred	
0	(169,656) Frank Harris inv + Wachtel	

59,448	(372,752)	<i>\$300k Refinance Adj</i>
59,449	267	-
(52,047)	45,077	<i>Brunch holdings, Preveyor, Ideaworks</i>
(43,476)	5,173	<i>Brand Budget Accrual + Misc. Owner invoices</i>
(35,073)	12,768	<i>NYC det. Of Fin + Margino + Tee Pee Sign</i>
		<i>Fried Frank Harris, Patricia</i>
(42,757)	38,321	<i>Lynch, Zapken & Loeb etc</i>
(39,781)	(5,308)	<i>Zapken & Loeb, United</i>
(50,372)	24,903	<i>Corp Srvcs, Ziello</i>
(65,516)	3,841	<i>Jj Flights + Misc. Owner exp</i>
(43,783)	37,081	
-		
-		
-		
(372,807)	161,856	-

(313,358)	221,500
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	\$	1,249,978.31
<i>Owner AR Ledger</i>		175,000
		1,424,978
<i>Invoices not on AR Ledger</i>		(69,005)
		1,493,984

TOTAL REVENUE

INCOME

490005-Miscellaneous Revenue
897010-Other Income

TOTAL INCOME

RENT

Land & Buildings
Other Property & Equipment

TOTAL RENTAL

PROPERTY AND OTHER TAXES

Real Estate Taxes

TOTAL PROPERTY AND OTHER TAXES

INSURANCE

Building & Contents
Liability
Cyber
General Insurance

TOTAL INSURANCE

OTHER

856500-Asset Management Fee
857005-Loan Service Fees
859005-Pre-Opening Costs
897500-Other Expense
895004-Owner's Expense - Hotel
895005-Owner's Expense - Corporate

TOTAL OTHER

NET NON-OPERATING

(INCOME) EXPENSE

9/08/23

2350-ModernHaus Soho
Non-Operating Income & Expense
For the Period Ending August 2023
Amounts in USD

August 2023								
<u>ACTUAL</u>	<u>%</u>	<u>BUDGET</u>	<u>%</u>	<u>LAST YEAR</u>	<u>%</u>		<u>ACTUAL</u>	
1,391,757	100.0%	1,495,261	100.0%	1,261,474	100.0%		9,614,296	10
(0)	0.0%	(0)	0.0%	(0)	0.0%		(249)	0
61,800	(4.4)%	30,000	2.0%	30,000	2.4%		213,600	2
61,800	4.4%	30,000	2.0%	30,000	2.4%		213,351	2
166,667	12.0%	166,667	11.1%	166,667	13.2%		1,333,333	1
872	0.1%	529	(0.0)%	(418)	(0.0)%		3,966	(0)
167,539	12.0%	167,196	11.2%	166,249	13.2%		1,337,300	1
140,730	10.1%	92,314	6.2%	89,625	7.1%		849,174	8
140,730	10.1%	92,314	6.2%	89,625	7.1%		849,174	8
0	(0.0)%	15,024	1.0%	13,064	1.0%		27,307	0
21,814	1.6%	4,056	0.3%	3,526	0.3%		137,809	1
0	(0.0)%	95	(0.0)%	83	(0.0)%		(1,163)	(0)
1,684	0.1%	1,400	0.1%	1,217	0.1%		12,664	0
23,498	1.7%	20,575	1.4%	17,890	1.4%		176,617	1
42,215	3.0%	47,958	3.2%	51,575	4.1%		522,874	5
198	(0.0)%	9,629	0.6%	5,716	0.5%		9,906	0
0	(0.0)%	0	(0.0)%	0	(0.0)%		0	(0)
0	(0.0)%	2,083	0.1%	(299,348)	(23.7)%		0	(0)
105,863	7.6%	68,783	4.6%	672,899	53.3%		803,872	8
0	(0.0)%	0	(0.0)%	0	(0.0)%		0	(0)
148,275	10.7%	128,453	8.6%	430,842	34.2%		1,336,652	1

418,242	30.1%	378,538	25.3%	674,606	53.5%	3,486,391	36
=====	====	=====	====	=====	====	=====	==

<i>YEAR TO DATE</i>				
<u>%</u>	<u>BUDGET</u>	<u>%</u>	<u>LAST YEAR</u>	<u>%</u>
10.0%	11,728,330	100.0%	9,447,711	100.0%
0.0%	(0)	0.0%	(0)	0.0%
2.2%	240,000	2.0%	129,000	1.4%
1.2%	240,000	2.0%	129,000	1.4%
3.9%	1,333,336	11.4%	1,333,333	14.1%
1.0)%	4,232	(0.0)%	12,863	0.1%
3.9%	1,337,568	11.4%	1,346,197	14.2%
3.8%	738,512	6.3%	708,147	7.5%
1.8%	738,512	6.3%	708,147	7.5%
0.3%	120,192	1.0%	81,119	0.9%
1.4%	32,448	0.3%	40,517	0.4%
1.0)%	760	(0.0)%	549	(0.0)%
0.1%	11,200	0.1%	7,716	0.1%
1.8%	164,600	1.4%	129,902	1.4%
1.4%	366,272	3.1%	410,151	4.3%
1.1%	77,032	0.7%	79,922	0.8%
1.0)%	0	(0.0)%	740	(0.0)%
1.0)%	16,667	0.1%	(105,637)	(1.1)%
3.4%	550,264	4.7%	916,142	9.7%
1.0)%	0	(0.0)%	10,000	0.1%
3.9%	1,010,235	8.6%	1,311,319	13.9%

5.3%	3,010,915	25.7%	3,366,565	35.6%
====	=====	====	=====	====